405-10s Relocation File
Cornell Dubilier Electronic Superfund Site
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Ret WNRC
PERMANENT DO NOT DESTROY

Cornell Dubilier Electronic Superfund Site Hamilton Industrial Park 333 Hamilton Boulevard, South Plainfield, NJ CENTRAL JERSEY TRANDING COMPANY Building 9C

	DETERMINATION OF RELOCATION BENEFITS DUE APPLICANT							
PROJECT:		lier Electronics	NAME OF APPLICANT(s):					
Date Processed:	Fund 514	le	ADDRESS TO MAIL CHECK:	Trading, Fre.				
3	312108		973 Burhan	n Koad				
APPLICATION	NUMBER:	REMIS No.:	Edicon, NZ	08817				
TRACT NUMB	ER							
The following is	s a determination of r	elocation benefits due the above applic	ant under Public Law 91-646:					
1. RESIDENT	IAL MOVING EXPE	'nses:						
		a. Fixed Payment	\$					
		b. Actual Reasonable Expenses	\$	·				
2. NONRESID	ENTIAL MOVING/I	REESTABLISHMENT EXPENSES:						
<b>2.</b>		]; Farm; NonProfit)						
		a. Fixed Payment (or)	\$	İ				
		b. Actual Reasonable Expenses	\$					
		(1) Moving Expenses	\$					
	-	(2) Storage Expenses	s 3, 890.00					
		(3) Direct Loss	\$					
		(4) Search Expenses	\$					
		(5) Substitute Personal Property	\$					
		(6) Utility Connections	\$					
		(7) Professional Services	\$					
		(8) Impact Fees	\$					
		(9) Low Value/High Bulk	\$					
		c. Reestablishment Expenses	\$					
		TOTAL		s <u>3,390.00</u>				
3. REPLACEM	IENT HOUSING:	a. Housing Differential	\$	•				
HOMEOWN	IERS:	b. Increased Interest	\$					
		c. Closing Costs	\$					
		TOTAL (Sum of a thru c, as they	apply)	\$				
4. REPLACEN	MENT HOUSING:	a. Supplemental Rental Payment	\$					
TENANTS		b. Down Payment	\$					
# Fri (CP) + P		TOTAL (Sum of a or b, as applie	ed)	\$				
5. INCIDENTA	AL EXPENSES:	a. Recording Fee	\$					
W		b. Transfer Taxes	\$					
		c. Prepayment Costs	\$					
		d. Prorated Real Estate Taxes	\$					
		e. Other	\$ \$					
		TOTAL (Sum of a thru d, as the	u anniu)	•				
6. Sum approv	ed for immediate pay	yment		\$ 3.890.00				
REMARKS:								
Date:	NAME AND TITLE	of APPROVING OFFICIAL:	SIGNATURE					
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Revi Dep 1 Ti	iderd Form 1034 A ised October 1987 artment of the Treas FM 4-2000 4-121	ury		PSILIC VOUCHER SERVICES OTHE						VOUCH	HER NO.
U.	U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Army Corps of Engineers, Baltimore					DATE VOUCHER PREPARED 13 March 2008				SCHEDULE NO.	
P.O. Box 1715 Baltimore, MD 21203-1715				CON	ITRACT NUMBER A	ND DATE			PAID B	Y	
PLEASE FED EX CHECK TO BALTIMORE DISTRCIT						UISITION NUMBER	AND DATE		<del></del>		
	PAYEE'S	973 Durh	am R	and Trading, LLC - Tax ID #. oad ersey 08817	2233	53061-000	$\neg$			DATE I	NVOICE RECEIVED
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			- 1	rayment for storage in regard relocation from 333 Hamilton	•	•					3,390.00
				973 Durham Road, Edison, N							
			- 1					ŀ			
			- 1	the Cornell Dubilier Electroni		iperiuna site,					
	•			South Plainfield, New Jersey.							
				Payment IAW Public Law 91-	-646,	as amended					
(U	se continuation shee	t(s) if necessa	ary)	(Payee must NO	)T us	se the space bel	low)	1	OTAL	.	3,390.00
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NAME: Eli Heller	-	. 📂			KBUKTI	ONBRAD	
ADDRESS & Hou		م ا	Faw Ba	1111	1		
риони: (н)	(H)	.					
	PAR	T II - PROP		ATAG WOLTE			
TRACT NO. BRIE	F DESCRIPTION OF	PROPERTY AC	QUIRED:				
			•	•			
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INTEREST ACQUIRMU	BY GOVERNMENT:	☐ YES	☐ BASE		LEASE		
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APPLICANT RESIDES ON PROPERTY:	TP NO. EXPLAIN:	· ·					
TAS AD NO	This is a part	<b>Choluss</b>	MATTIES :	A EBRIEUB TO	ournet (	DESCRIBE	\ :
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DATE 3 10006	OTHER (i.e. TE		TS)	TA> PO			
DISPINCES - INTERVIEW NOTES	*Closing costs v fees, termite is				dording		8 WORK M NUMBER:
			1 2 1				1 /
	PISPLACES (8) BIG	SNATURE /	T M	01100		DATE	16/07
I (we) hereby		- Ch	- 1 VI	gens -	<del></del>	<u> </u>	48-10-L
information	He	HAVE	Kara	m)		6	16107_
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Relocation Data						·	· · · · · · · · · · · · · · · · · · ·
Morksbeat is						. •	
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TRACT NO. PART 1	III - PROPERTY TO BE RELOCATED
	BRISP DESCRIPTION (attac) inventory if necessary)
HOUSEROLD PURNISHINGS	
AUSINESS EQUIPMENT & PINTURES PECCE	hugh Supres - with they Case lager floor
PARM EQUIDHRNT	Fale Litt Callot Jady 15/est
LIVESTOCK	
NON-PROPIT ONGANIZATION PROPERTY	
HTSCELLAMEOUS (EXPLAIN)	
SITE OF PROPOSED RELOCATION.	DISTANCE
	ART IV - REMARKS
Investigation by an authorized representative established:	ve of the NAS District, Corps of Engineers, has
Date Occupied: Deplacement Dwelling: Date	piness:
	Durham Pood, Edicon, NJ
Date Replacement Site Obtained ( ) Amoun	t Paid to Purchase Replacement Site:
Date DSS Inspection Performed on Replacement	t Site: Meets DSS : equirosents?
Haplacement Site Located Out of Ploodplain: above the fluodplain?	YES   NO If NO, is habitable area built
If acquisition was a business or farm, did unit?   YES   NO	the acquisition amount include payment for a dwalling
Amount spent for rehabilitation; if necessaromparable, decent, safe, and sanitary: 0	ary, on purchase of replacement dwelling to make it
Duplication   will or   will not result	from allowance of application.
Applicant moved from tract as a result of a Project, or as a result of a written order vacate said tract, dated:	SLOGICIAN OF the grace of the government for cheffin it throm the government to Short and Strong and the cheff of the chef
	lication and factual information to support the
recommendations are attached. RECOMMENDATIONS. Applicant(a) is/are being displaned for pro- relocation bonofits. How, Reblyd	oject purposes and is/are requesting the following
TAN 834.801 , 49 CPR,	
· · · · · · · · · · · · · · · · · · ·	
·	
FUTURE APPLICATIONS:	PREVIOUS PAYMENTS & "MINT)
ATTACHMENTS:	PREVIOUS PAYMENTS 2 MARTI
	JA 23.454.12
	TOTAL PAID: \$ 26,849,12
APPLICANT(S) LEGALIN RESIDE IN THE UNITED (	STATES YES NO
10100 Gloria Hawking K	11/4 Socialist

EXHTRITO 6-10 (a



973 NEW URIAM RD STE (Account: 3308001209

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CENTRAL JERSEY TRADING CO LLC 973 NEW DURHAM RD EDISON, NJ 08817-2253 CENTRAL JERSEY TRADING LLC. 973 NEW DURHAM RD. SUITE C EDISON, N.J. 08817

ATT: Mrs Gloria Hankins,

Chedis. 1 made out to DSC. Our banklordal
333 Hamilton Blud 5. Planskield. far lent
For the Month of June 2007.

2 mode aut to our vou landlord for June 2007 we used it For Storage that you

Sh Heller

DETERMINAT	TON OF RELOCATION BENEFITS D	UE APPLICANT	
PROJECT: Comell Dubi	•	NAME OF APPLICANT(s):	1.
Superfund Site,		Central Grossy 570	oding, LLC
Date Processed:		ADDRESS TO MAIL CHECK:	3
ulklon	·	973 Burham Ke	ood
Unglot	4	Edison, NS OF	3817
APPLICATION NUMBER:	REMIS No.:		
TRACT NUMBER			
		· · · · · · · · · · · · · · · · · · ·	
The following is a determination of	relocation benefits due the above applica	ant under Public Law 91-646:	
1. RESIDENTIAL MOVING EXPE	enses:		
	a. Fixed Payment	\$	
	b. Actual Reasonable Expenses	\$	•
2 NONRESIDENTIAL MOVING/	REESTABLISHMENT EXPENSES:		
	; Farm; NonProfit)		
	a. Fixed Payment (or)	\$	
	b. Actual Reasonable Expenses	\$	
	(1) Moving Experises	56.235.00	
	(2) Storage Expenses	\$	
	(3) Direct Loss	\$	:
	(4) Search Expenses	\$	
	(5) Substitute Personal Property	<b>\$</b>	
	(6) Utility Connections	<b>\$_</b>	
	(7) Professional Services	\$	
	(8) Impact Fees	\$	
	(9) Low Value/High Bulk	\$	
	c. Reestablishment Expenses	\$	/ 000 = 0=
	TOTAL		s 6,425.00
3. REPLACEMENT HOUSING:	a. Housing Differential	\$	
HOMEOWNERS:	b. Increased Interest	\$	
	c. Closing Costs	\$	
	TOTAL (Sum of a thru c, as they d	apply)	\$
4. REPLACEMENT HOUSING:	a. Supplemental Rental Payment	\$	•
TENANTS	b. Down Payment	\$	
	TOTAL (Sum of a or b, as applie	d)	\$
5. INCIDENTAL EXPENSES:	a. Recording Fee	<b>\$</b>	
	b. Transfer Taxes	\$	
	c. Prepayment Costs	\$ <u> </u>	
	d. Prorated Real Estate Taxes	<b>s</b>	•
	e. Other	\$	
•	TOTAL (Sum of a thru d, as they	annly)	\$6,925.00
6 Sum approved for immediate not	yment		\$
DT1412773 01 10	L'Illa Damacat G	as solf Nav	*
Date:		SIGNATURE	
I NAMEIANU IIILE	of APPROVING OFFICIAL:	SUSAN K. LEWIS	
6/12/07 Jusant	uns)	30 30 70 22 10	

CENTRAL JERSEY TRADING LLC 333 HAMILTON BLVD. 9C S. PLAINFIELD, N.J. 07080

#### ATT. MRS.GLORIA HAWKINS

14.1

THIS IS A REQUEST FOR PARTIAL PAYMENT OF MOVING EXPENSES. WE ARE DOING A SELF MOVE AND THE PAYMENT WILL BE MOST HELPFUL. WE ALSO DIDN'T INCLUDE THE RENTAL OF A 30 YARD DUMPSTER AT \$600.00 .WE WILL NEED 3 DUMPSTERS TO CLEAN UP EVERYTHING. YOUR HELP IN THESE MATTERS IS MOST APPRECIATED. THANK YOU,

**ELI HELLER 5/30/07** 

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203263061-000





A L P H A MOVING & STORAGE, INC

QUE PROMISES ARE EST IN STONE



Mr. Eli Heller Central Jersey Trading 333 Hamilton Blvd. South Plainfield, NJ 07080

Re: Relocation of warehouse contents

Dear Mr. Heller:

It was a pleasure meeting with you the other day. The following is our quote for relocating the contents of your warehouse from the above referenced address, to your new location in Edison, NJ - All work to be performed over a 2-day period:

## Transportation costs:

Approximately 350 pallets @ \$30 per pallet:

\$10,500.

Labor required to place loose boxes on pallets, shrink wrap all pallets, pack office contents, disassemble and reassemble Shelving unit:

2,500.

Rental of forklift at destination:

850.

Grand Total:

\$13.850.

Please feel free to contact me with any questions you may have.

Best wishes,

Amir S. Hadar President



6 Senate Pisce Jarsey City, NJ 07306 Tel: (800)808-2574 Fex: (201) 656-5006

Standard Form 1034 Revised October 1987 Department of the Trea 1 TFM 4-2000 1034-121	asury	SERVICES OTH	R FOR PURCHASE				VOUCHER NO.
U.S. DEPARTMENT, U.S. Army Cor P.O. Box 1715	BUREAU, OR ES ps of Enginee	STABLISHMENT AND LOCATION STS	DATE VOUCHER PREF	PARED June 2007	7		SCHEDULE NO.
Baltimore, MD 21203-1715			CONTRACT NUMBER	AND DATE	<del></del>		PAID BY
PLEASE FED I	EX CHECK 1	O BALTIMORE DISTRICT	REQUISITION NUMBER	R AND DAT	E		-
PAYEE'S NAME AND ADDRESS	Edison, New	ey Trading LLC, Tax ID No. 22 rham Road Dersey 08817 DEX CHECK TO BALTIMOR					DATE INVOICE RECEIVED  DISCOUNT TERMS  PAYEE'S ACCOUNT NUMBER
SHIPPED FROM		ТО		V	VEIGHT		GOVERNMENT B/L NUMBER
NUMBER AND DATE	DATE OF DELIVERY	ARTICLES OR SER	VICES	QUAN-	UNIT	PRICE	AMOUNT
(Use continuation sheet PAYMENT: PROVISIONAL COMPLETE PARTIAL FINAL PROGRESS ADVANCE	(s) if necessary)  APPROVED FOR SUSAN K.  TITLE  Acting Chief	Advanced partial payment for the Hamilton Industrial Park I Hamilton Boulevard to 973 No. Edison, New Jersey 08817 in Cornell Dubilier Electronics S South Plainfield, New Jersey.  Payment IAW Public Law 91-  (Payee must NO. EXCHANCE)  EXCHANCE  F, Real Estate Division  ertify that this voucher is correct and prosper information in the payment in the property of the payment in the property of the payment in t	deemed necessary) self-move from ocated at 333 ew Durham Road, connection with the Superfund Site, 646, as amended. T use the space belonger RATE = \$1.00	IOW)	COST Tences	OTAL	6,925.00
/Datal							
(Date)		(Authorized Certifying Officer)	G CLASSIFICATION		(7	itle)	
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abbigating attical will sit	and authority to a In in the space prov	oprove are combined in one person, one sign gided, over his official title		herwise the	PER		
When a voucher is rec	eipted in the nam I as the capacity in	e of a company or corporation, the name which he signs, must appear. For example:	of the person writing the c : "John Doe Company, per J	company or lohn Smith,	TITLE		

Previous edition usable

#### USACE-REAL ESTATE

U. S. Army Corts of Bogineers:

06/06/2007 15:38 FAX 4109620

**2**001/005

Claim for Actual Reasonable Moving and Related Expanses Businesses, Nonprofit Organizations and Farm Operations (49 CFR, 24.301, 24.303, 24.304)

Sen Page 3 for Privacy Act Statement before campleting this form			•
Gency Name Project Name		<del>-                                    </del>	TRACT NUMBER
15. Army Corps of Engreed Cornell Dubilie	r Sugar	E E	
			OF PERSON FILING
AIMANT CONDUCTS OPERATIONS: CLAIM ON BEHAL			
entral Servey Trading, C.C. Eliteler	taul Soria	, 478	Kew Durkom Kood
ddress From Which Claimant Koven			ch Claimant Moved:
Himiton Rouleward, S. Paintiell, M.	972	Ven Brat	ucham Kood
ate First Occupied Property:		re Comp	
YPE OF OPERATION: Thusiness Monprofit Organiza		Firm Oper	
YPE OF CHNERSEYP: Sole Proprietorship Corporation		nadada E	Nonprofit Organization
H THIS A FIRAL CLAIM? THES . XINO (II WO."	, attach an e	m planati	on)
DES CLAIMANT INTEND TO REESTABLISH? YES	□ ио		
OMPUTATION OF PAYMENT:			
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1) Moving Expenses 🔸	\$ 6096	15,00	\$
2) Storage Coats	\$		Ş
3) Reasonable Search Expenses 4) Actual Direct Loss of Personal Property and	\$		6
batitute Personal Property	•		<b>1</b> •
5) Reestablishment Expenses	s		Ś
) Other (attach explanation)	Š		s
) Total Amount Claimed	Ś		Š
) Amount Previously Received (if any)	Š	<del></del>	s
) Amount Requested	\$	•	Š
Partial Payment			
rtification of Edigibility for Relocation Deyments and the sory pervices or relocation payments authorized by toperty Acquisition Policies Act of 1,970 (as amended), ates citizen or national, or an alien lawfully present low must be completed in order to receive any benefit; settitutes certification.  lect either Unincorporated or Incorporated:	the Uniform Re a "displaced t in the Unite	elocation person" el Atabes	Assistance and Real must be a United . The certification
D) Unincorporated Susinesses, Farms, or Nonprofit O	rganizations;		
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or each unincorporated business, farm, or monprofit or	ganization, 1:	ist each	OWNET:
ereby certify that all individuals are either United St liens lawfully present in the United States	tates ditizen	s or nati	•
May be signed by the principal owner, manager, or opera n ownership interest)	reing orrider	m beugt	. ar ouner persons with
Incorporated Businesses, Farms, or Nonprofit Orga	mirations:		I Tours TALAIN
the business, nonprofit organization, or farm, pommonly occupies the property at 333 #Amul or Business the Business the property at 333 #Amul or Business the Business	10 9 C	WILA S. 1	MAINTING, N.J
hereby certify that the corporation listed above is a	athorized to	a spanet b	wainess in the United

PAGE 1 OF 3

EXHIBIT, 6-13

06/06/2007 15:38 FAX 4109620868

#### USACE-REAL ESTATE

**2002/005** 

Supporting Data for Sto	rage Costi	,	L¢.			
IS THIS A FINAL CLAIM F DATE MOVED TO STORAGE: NAME & ADDRESS OF STORA	יַרַאַנוּ	MOVED FROM		<b></b>	•	
WATE & ADDRESS OF STORE				٠.	•	
Should Payment Be Made	Directly to \$	torage Compar	y: [□ ]	YDS	I NO	
ITEM	······································		THUOMA		FOR AGEN	CA ARE ONTA
Monthly Rate for Storag	le .	\$			\$	
Number of Months in Sto	ragė					
Total Storage Costs		\$			- 8	
Amount Previously Rucei	ved (if any)	18		··	<u>  §</u>	
Description of Property					·	
Determination of Reason	and a mount	f. Search Expe	nees!			
131			AMOU	NT CLAIMED		A DAE ONLY
(1) Searching Time-# ho	wrs ( ) arm	hrly earning	3a . 6	,	\$	
rate (\$ ) (also income permits, attending zoni	lude time for	opraining			l	
purchase/lease, etc.)	ma ucarrase.	TICA COLUMNIA		•		
(2) Transportation cons	uilt Agency fo	allowable	rate \$		ş	
per mile				· · ·	<u> </u>	
(3) Lodging-Dates:	Attach rece	Apel	\$ .		8	
(4) Fees Paid to Real I	state Broker	or Appart	\$		\$	
(5) Cost of Meals	1		<u> </u>		5	
(6) Other Expenses Spec	ify and attac	h recalpus)	- 1			
(7) TOTAL SEARCHING EXI	Total-gagag	T LTDG 3 OF	rage +   p	<u></u> .		
Payment for Actual Dire separately each item for may be grouped together Attach additional sheat	or which amount. The Agency	k claimed in Will advise (	Continuit (f) 18	more :nan 55	OO. OCHEC II	C 15111111
PART 3	(6)	(c)	(b)	(3)	(£)	(g)
(a)	Vair Market	Proceeds	Value Not	Retimaced Cost of	Amount Claimed	For Agency Use Only
Identify Personal Property for Which	Value for Continued Use	From Sale	Balo	Moving Old	(Lesser of	
Payment for Adtual	at Present		(c) suring (d)	Proparty .	(q) uz (m)	
Direct Loss is Requested	Location	<u> </u>		Agency enter	3	s
	\$	\$	β	5	\$	ś
	\$	\$	<u>\$</u>	3	Š	Š
	8	3	<u> </u>	- <del>7</del>	Š	1
		<u></u>				
		le) "	( <u>a</u> )	MICHIEL ESTABLISHED		(e)
PART 2	Actual	Proceeds	Net Cost of			For Agency
Identify Substitute	cost of	ÿrom Salo o±	Substitute Personal		The start of the s	Dan Culy
Property for Which Payment	Substituto Property	Trade-In of Property	Proporty			
is Requested	Delivered	That Was	(b) minus (c)			·
	and	Replaced				
r	Installed at New	:	,			
<b>†</b> * :	Location					
	\$	\$	\$	8		8
	\$	8	§	\$	<u> </u>	6
	\$	\$	<u> </u>	.\$	3	<u> </u>
	\$	S Mariana	6	STREET, SOURCE	\$  valuereseeses	6
			The same series		ANGUALAUS CARACTER ANGES	Ś
TOTAL (Add all entries					<b>1</b> "	-
in Parts 1 and 2) Cost of Effort to Sell	THE PERSON NAMED IN				\$	\$
Property						<u> </u>
Total Amount Claimed					\$	\$
(Add liber 1 & 2. Enter O						
Tine 4 of Page 1- Computation)						
I COMPONENTAN	HAMPENDER PROPERTY AND ASSESSED.	THE PERSON NAMED IN COMMENTS OF PERSONS ASSESSED.	THE PERSON NAMED IN COLUMN 2 AND ADDRESS OF THE PERSON NAMED IN CO			

Claimant's Release of Personal Property: 1/We release to the Agency ownership of all personal property remaining on the real property.

Signatura

Jate

USACE-REAL ESTATE

Mar.	20	2006	04:05AM	P3
)				<b>@1003/0</b> 05

Determination of Recentablishment Expenses: (attach separate sheets Identification of Type of Name, Address & Telephone Pay to Amount 'ay Number of Contractor Contractor Maiment Claimed Use Only Work Performed 1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement property to accommodate the business or make the replacement property to accommodate the business or make the replacement property to accommodate the business or make the replacement property. 2. Modifications to the replacement property to accommodate the business or make the replacement extusture suitam for confidencing the business.

2. Construction or installation of exterior signs to advertise the business.

4. Endemonation or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.

5. Indemness, fees and permits when not peid as part of moving expenses.

6. Advertisement of replacement location.

7. Processimal services in commection with purchase or leans of a replacement site.

8. Astimated increased dosts of operation during the first 2 years at the replacement site (e.g. rent. utilities. s. Macimated increased taxos, and insurance.) Incligible Expenses: 1. Loss, of good will. 2. Loss of profits. 3. Loss of trained employees... 3. Loss of trained employees.
4. Permonal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the distinct before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person. Privacy Act Motige: This form is for the use of displaced businesses, homprofit organizations, and form operators that wish to apply for a Payment for Actual Resconable Moving and Related Expenses, including Rescublishment Expenses, rather than apply for a Pixed Payment. (The maximum Fixed Payment is \$26,000.) The Agency will explain the difference between the two types of payments. If you are aligible to choose either payment, the Agency will help you to describe which is most edvantageous. If the full assumit of your claim is not approved, the Agency will provide you with a written explanation of the rescon. If you are not estisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Halocation Assistance and Real Property Acquisition Policies Act of 1970 (as smended). The information may be made available to a Pederal Agency for review. Cartification by Claimant(s): I (We) certify that this claim and supporting information is true and complete and that I (we) have not been paid for these expenses by any other source. A SIGNATURE, OF, GLAIMANT (S) & DATE: MAKE & TITLE (Type or Print)

- Kirl		PAUL Ben	lia GENERAL PAR	tver
Payment Action Amount of		Signature	Mame (Type or Print)	Date
	Payment	A by		<del></del>
Recommended :	*6,905,00	Dona barrens	Caloria Huskins	10/4/07
Approved	6,925.00		SUSANK. LENIS	6/12/07
	TO BE COMPLETED PROMPHE Action Recommended	TO BE COMPLETED BY AGENCY: Payment Action Amount of Payment Recommended 54,905,00	TO BE COMPLETED BY AGENCY: Pryment Action Payment Recommended \$ U,905.00 Days Constant	TO BE COMPLETED BY AGENCY:  Pryment Action Amount of Payment  Recommended 5 4,905.00 Jour County  Spring Jour County

PAGE 3 of 2

EXHIBIT 6 13(b)

'08/06/2007 15:40 FAX 4109620

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•				RKSHEET'			
PROJECT Cornell D	PART 1 -	PROSPEC	TIVE APPLI	CANT DATA	APPLIC	ATION/RET	IS NUMBER
	MAXITO	- 4				<b></b>	
SUDARFILLE STATES	ST (8)	a col	MY OTHERS	APPLICABLE:	4		
NAME: Eli Heller			, N	AME	RELATI	ONSHIP	SEX & AGE
MAP.	•	िस	and Ro	4.m			ļ .
ADDRESS BES HON	mHon Bowlevard	•					
PHONE: (H)	(W)		MY ACQUIS	TOTOW PARK	<u> </u>		<u> </u>
TRACT NO. BRIE	F DESCRIPTION OF PROPE			TATOM DAY			
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	<u> </u>		·				
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	☐ YES ☐ NO						
ELIGIBITATY:					•		
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	BREAKOUT		-	e			ed/amount / \$
Ş						<u></u>	
APPLICANT REGIDES ON PROPERTY:	TP NO. EXPLAIN	• .					
YES. NO NO		111850	T was on the 2	OF BUSINES AC	Offreety (	DESCRIBE!	
DWELLING OCCUPIED	DATE		1.	•			•
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Business/Farm/NPO	· .		l .				
COMMENCED			1				<b>-</b>
STRUCTURE VACATED			BREKTERG	PLANS TO RE-E			MO
RELOCATIONS ASSISTANCE	PESIDENTIAL:  MOVE TYPES (ACTUA)	L & FIXE	D)	☐ IN TIBU	OF	-	
BENEFITS	HOUSING DIFFERENT			ACTUAL V RE-BSTA	MOVE		
piscussed with	CLOSING COSTS :			☐ ricena; M se-dely	BLIGHMED UBRIFIC	ATION	
Displacre(5) -	CECONDECTION FEED	r.		BUL INBE	B NAME/7	TYPE	
1	DEED			OWNERSH	IP TYPE	•	
DATE 2 3000	MORTGAGE INTEREST OTHER (i.e. TENANT	HENEFIT	8)	BII ANCE	S		
DISPLACES	*Closing costs with	& withou	t mortgage	a, survey rec	ording		e work M number:
QUESTIONS - INTERVIEW NOTES	fees, termite inspen	tions, e	tc. Were d	lacussed,		113	ri Muruamiki
	,	,,	/	20		1	
<del></del>	pisplaces (8) SIGNATO	1361	- / W	olllo	· · · · · · · · · · · · · · · · · · ·	DATE	14/07
I (we) hereby		3 V/2	1 1	gen -	<del></del> -	1-6	
Information	*	me	Kara			16	6/07_
Contained in this	1					.	
Worksheet is			•			"	
correct.							

EXHIBIT 6-10

**2**005/005

06/06/2007 15:40 FAX 4109620 USACE .. REAL ESTATE PART III - PROPERTY TO BE DELOCATED TRACT NO. BRIEF DESCRIPTION (attac: inventory if necessary) HOUSEHOLD FURNISHINGS AUSINEGS EQUIPMENT & FIXTURES WARM EQUIPMENT LIVESTOCK

NON-PROPIT ORGANIZATION PROPERTY MISCELLANEOUS (EXPLAIN) DISTANCE SITE OF PROPOSED RELOCATION. PART IV - REMARKS Investigation by an authorized representative of the NAS District, Corps of Engineers, has established: Date Complet: Deplacement Dwelling: Daupines: Drame DNP Siteaddress of Replacement Site, 973 New Durham Hood, tdison, NJ Date Replacement Site Obtained: Off Amount Paid to Purchase Replacement Site:5\_\_\_\_ Mests DSS lequiroments? TYRS TWO Date DSS Inspection Performed on Replacement Site:\_\_\_\_ If NO, is habitable area built YES YES NO NO Replacement Site Located Out of Floodplain: above the fluodplain? If acquisition was a business of farm, did the acquisition amount include payment for a dwelling unit?  $\Box$  was  $\Box$  wo Amount spent for rehabilitation; if nacessary, on purchase of replacement dwelling to make it comparable, decent, safe, and sanitary: 6\_\_\_\_\_\_ Duplication | will or | will not result from allowance of application. Applicant moved from tract as a result of acquisition of the tract b, the Government for the Conglish of as a result of a written order from the Government to Superfund of the Recommendations of to each item in the application and factual information to support the response or attached. recommendations are attached. RECOMMENDATIONS: Applicant(s) is/are being displaced for project purposes and is/are requesting the following relocation benefits: Moning; Rebtled Expended TAN 824.204 . 49 CFR, FUTURE APPLICATIONS: PREVIOUS PAYMENTS & AMOUNT: ATTACHMENTS: TOTAL PAID: YES CI NO APPLICANT(S) LEGALLY RESIDE IN THE UNITED STATES RELOCATION ADVISOR

EXHIBIT 6-10(a)

DETERMINAT	TION OF RELOCATION BENEFITS I	OUE APPLICANT
PROJECT: Conell-bub	ilier Ekotronics	NAME OF APPLICANT(s):
Date Processed:	SHE	Central Jersey Froding, LLC ADDRESS TO MAIL CHECK:
\$ alm	·	973 Burham Road
		ES160N, NJ 08817
APPLICATION NUMBER:	REMIS No.:	3.0014 (100 0001)
TRACT NUMBER		
The following is a determination of	relocation benefits due the above applic	ant under Public Law 91-646:
1. RESIDENTIAL MOVING EXPI	enses:	·
	a. Fixed Payment	<b>\$</b>
	b. Actual Reasonable Expenses	\$
2. NONRESIDENTIAL MOVING/	REESTABLISHMENT EXPENSES:	
(Business _	; Farm; NonProfit)	
	a. Fixed Payment (or)	\$
	b. Actual Reasonable Expenses	\$
	(1) Moving Expenses Self-N	or <u>s6,426.00</u>
	(2) Storage Expenses	\$
	(3) Direct Loss	\$
	(4) Search Expenses	\$
	(5) Substitute Personal Property	\$
	(6) Utility Connections	. <b>\$</b>
	(7) Professional Services	\$
	(8) Impact Fees	\$
	(9) Low Value/High Bulk	\$ <u>0.00.1</u> 2.
·	c. Reestablishment Expenses	5_ M10041/2
	TOTAL	s_16524.12
3. REPLACEMENT HOUSING:	a. Housing Differential	\$
HOMEOWNERS:	b. Increased Interest	\$
	c. Closing Costs	<b>\$</b>
	TOTAL (Sum of a thru c, as they	apply)\$
4. REPLACEMENT HOUSING:	a. Supplemental Rental Payment	\$
TENANTS	b. Down Payment	\$
	TOTAL (Sum of a or b, as appli	ed)\$
5. INCIDENTAL EXPENSES:	a. Recording Fee	\$
	b. Transfer Taxes	\$
	c. Prepayment Costs	\$
	d. Prorated Real Estate Taxes	\$
	e. Other	<b>s</b>
	TOTAL (Sum of a thru d, as the	y apply)
6. Sum approved for immediate pa	yment	sllg28t,12
REMARKS:		
Date: NAME AND TITLE	e of APPROVING OFFICIAL:	SIGNATURE Xunu
1/20/27 SICON KI	31115	Kleson Venus

9 CFR, 24.301, 24.303, 24.304)		
Page 3 for Privacy Act Statement ra completing this form		
	,	TRACT NUMBER
	Harrison Sylvert	The same of the sa
	•	
MANT CONDUCTS OPERATIONS: CLAIM ON HEHALT	TELEPHONE NUMBER OF CLAIMANT:	OF PERSON FILING
m Sorry Trading Company 1 473 New		EDISON, N.J.
	7-0777	ich Claimant, Moved:
ress From Which Claimant Moved	973 New A	
& Hamilton Professor, South Plansfield, No.	Date Move Sta	rted: 6/29/01
C1 1 94	Date Move Com	pleted: 4/30/07
OF OPERATION: R Business   Monprofit Organiza		eration
WO. B.C. Sec. L. Annual Control of the Control of t	n Partnership attach an explanat	Monprofit Organisation
MPDTATION OF PAYMENT:		
ITEK	TRUOMA	FOR AGENCY UBE ONLY
Mondagnagagaga	\$ 13850.00	\$ 6,925,00
Storage Costs	\$ 3500.00	\$
Respondent Search Expenses	\$	\$
Manager Parenty Less of Welsons I Property, and	\$ -	\$.
RECEIVED TENUNCOS ENDELIGIP	\$ 10511. 93	\$ 9,609,12
Giller (serephaselanation)	8	\$
Total Alcono Claimed	\$ 27861. 93	\$ ( ((0,5,00)
Appoint acertocally received (if any)	\$ 4925.00	\$ (9.95).(1)
White English And	\$ 20 936. 9	1 18 189024120
rtification of Eligibility for Relocation Payments and visory services or relocation payments authorized by to operty Acquisition Policies Act of 1970 (as amended), ates citizen or national, or an alien lawfully present low must be completed in order to receive any benefits nationals.	the Uniform Relocati a "displaced person t in the United Stat s Your signature on	on Assistance and Resi ' must be a United as. The certification
Unincorporated Businesses, Farms, or Monoprofit Or ne business, nonprofit organization, or farm, commonly		oçupiés
he property at or each unincorporated business, farm, or nonprofit or	ganization, list eac	eh owner:
as of the business, farm, or nonpireby certify that all individuals are either United States lawfully present in the United States by be signed by the principal owner, manager, or operational interest)	tates citisens or na ating officer on bei	
1 Incorporated Businesses, Farms, or Monprofit Organization, or Farm, Commonly	enizations:	LAL SERSEY MAR
the business, nonprofit organization, or farm, commonly scouples the property at 973 ALCW QUALAM hereby certify that the corporation listed above is a	uthorized to conduct	U NIOS6/5
tates.		•

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EXHIBIT 6-13(a)

TO BE COMPLETED BY AGENCY:		
Payment Action   Amount of	Bignature	Name (Type or Print) Date
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Recommended 5/6/24/12	Calona Hauskins	War touring 820101
Approved \$1 6211 13		SUSPOUR LEWIS 8/36/07
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FAX NO. :

USACE-REAL ESTATE

r. 20 2006 04:05AM P4

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EXHIBIT 6-10

**₩**005/005

PRACT NO. P	ART III - PROPERTY TO BE DELOCHIED	· · · · · · · · · · · · · · · · · · ·
:	BRIEF DESCRIPTION (attac) in	ventory if necessary)
HOUBEROLD FURNISHINGS		
PRINTER SOUIPMENT & FIXTURE OFFIC	G FUAN Sunker - Wike	tory Case lager Mode
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HISCHLIANZOUS (EXPLAIN)		·
BITH OF PROPOSED RELOCATION.		DISTANCE
	PART IV - REMARKS	
Investigation by an authorized representablished:	atative of the NAS Bistrict, Corp	e of Engineers, has
Date Occupied:   Replacement Dwelling;	Buniness Draim DNP Sice-	(date)
address of Replacement Site 903	lew Durham Kood, tdic	DN, IND
Date Meplegement Site Obtained:	Amount Paid to Purchase Raplacement	: \$ite:\$
Date DSS Inspection Performed on Repla	cement site: Neets DSS laqui	iromenta?   YRS     NO
Replacement Site Located Out of Floody above the floodplain?	lain: Yes No ~~ If N	NO, is habitable area built
If acquisition was a business of farm, unit?   YES   NO	did the acquisition amount include	e payment for a dwelling
Amount opent for rehabilitation; if ne comparable, decent, safe, and sanitary	cessary, on purchase of replacement	t dwelling to make it
Duplication   will or   will not re	sult from allowance of application.	
Applicant moved from tract as a result Project, or as a result of a written o vacate said tract, dated:		Superfund Site
Recommendations as to each item in the recommendations are attached.	application and factual information	on to support the
RECOMMENDATIONS: Applicant(s) is/are being displaced for relocation bonesics:  HOUND } Reb	or project purposes and is/are caque	esting the following
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PUTURE APPLICATIONS:	PRI	EVIOUS PAYMENTS & AMOUNT:
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	ro	TAL PAID: \$ 33,459,12
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APPLICANT(S) LEGALLY RESIDE IN THE UNDATE NAME AND TITLE	STON TURE	OF RELOCATION ADVISOR:
Tollelo Gloria Hanking	C' KIL CONCIGION	

EXHIBIT 6-10(5

1-800-605-2574

LIGHNSES: NJPGSPM-00710 - DOTST-SESSO - URDOT STREET



A L P H A
MOVING & STORAGE, INC.

"OUR PROMISES ARE BET IN STONE



Mr. Eli Heller Central Jersey Trading 333 Hamilton Blvd. South Plainfield, NJ 07080

Re: Relocation of warehouse contents

Dear Mr. Heller:

It was a pleasure meeting with you the other day. The following is our quote for relocating the contents of your warehouse from the above referenced address, to your new location in Edison, NJ - All work to be performed over a 2-day period:

## Transportation costs:

Approximately 350 pallets @ \$30 per pallet:

\$10,500.

Labor required to place loose boxes on pallets, shrink wrap all pallets, pack office contents, disassemble and reassemble Shelving unit:

2,500.

Rental of forklift at destination:

850.

Grand Total:

\$13.850.

Please feel free to contact me with any questions you may have.

Best wishes.

Amir S. Hadar President



6 Senate Pisco Jersey City, NJ 07306 Tel: (800)805-2574 Fex: (201) 656-5006

Jun. 10 2006 04:10AM P7

# Att Mrs 6/0RIA HAWKINS

# RE! REESTABLISHMENT EXPENSES

RONT DIFFERENCE AS NOTED ON B 3.93 Line # 8

> PREVIOUS RENT-3/36 00 CURRENT ROUT-3538.32 400.32 Mostly DIFFERENCE

= 9655.68 K24 Months

Wallmart + STAPLES Supplies: 185.51 New Rubber STAMPS- \$ HONES FC 44.92 New Phone Connection 16400 New Bales Books & Business 461.82 Canb 5

\$ 400.88 X 24 = \$.9.609.12

70th (051).93

Frevious Kent # 3,135.00 per month Current Kent # 2,711.66 CAM Coots \$ 9,092.65 Monthly CAM \$ ,757.72. Total Monthly Kent \$ 3,5,35,38 Freyious \$3,136.00



# DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MD 21203-1715

April 8, 2008

Real Estate Division Special Projects Support Branch

Mr. Eli Heller and Mr. Paul Berlin Central Jersey and Trading, LLC 973 Durham Road Edison, New Jersey 08817

Dear Messrs. Heller and Berlin:

Enclosed is U.S. Treasury Check No. 8736-01472449 in the amount of \$3,390.00 for storage in connection with your permanent relocation from Hamilton Industrial Park, 333 Hamilton Boulevard, Building 9B, South Plainfield, New Jersey to 20 Abeel Road, Monroe, New Jersey.

Should you have any questions concerning this matter, please contact Mrs. Gloria Hawkins at 410-962-2003.

Your cooperation in throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis Environmental Program Manager Real Estate Division

**Enclosure** 

CF: Pete Mannino, EPA Region II

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

HAWKINS/CENAB-RE-S/ghs/2-2003 LEWIS/CENAB-RE-S

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### Milligan, Chris NAB02

From:

Hawkins, Gloria S NAB02

Sent:

Friday, March 14, 2008 8:59 AM

To:

Logue, Lesley M NAB02; Milligan, Chris NAB02

Cc: Subject: Lewis, Susan K NAB02 My Work (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

Chris/Lesley:

Below is an update on my actions:

#### Leslie:

Temple Avenue Garage (Mr. Leeds) - Mr. Leeds was provided with the offer amount for the replacement costs of his garage. He verbally agreed to the offer. Rick is checking with HQEPA for the sample of the written document to be used. Once he provides the document it should be mailed to Mr. William Leeds at 830 Chambers Avenue, Gloucester City, NJ 08030.

DIAZ Bills - the folders are on my desk. Checks were ordered for Village of Holley (\$199.32); ADT (\$357.51) and Pools Eye two checks (\$380.00 services on 27 & 28 Feb/\$380.00 services on 7, 10-11 Mar 08).

\*ADT - Please email Michelle Spencer when checks are being mailed to ADT, this prevents them from sending the checks back to us due to the correspondence being detached from the checks.

#### CHRIS:

#### Cornell-Dubilier

Central Jersey & Trading - A check was ordered for them for their storage costs. already drafted a copy of the letter, it is in my share drive under Cornell (Central Jersey Chck Send for Storage).

R&M Manufacturing - Processed claims for Zoning permit, ISRA Application Fee, Building Permits and a portion of legal costs. He presented a claim (\$17,390) for architectural plans that he stated was required for building permit by Township of Monroe. We will need more information regarding this claim.

Classification: UNCLASSIFIED

Caveats: NONE



# DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MD 21203-1715

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Your cooperation in throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosure

CF: Pete Mannino, EPA Region II

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

HAWKINS/CENAB-RE-S/ghs/2-2003 LEWIS/CENAB-RE-S

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### Milligan, Chris NAB02

From:

Hawkins, Gloria S NAB02

Sent:

Friday, March 14, 2008 8:59 AM

To:

Loque, Lesley M NAB02; Milligan, Chris NAB02

Cc: Subject: Lewis, Susan K NAB02 My Work (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

Chris/Lesley:

Below is an update on my actions:

#### Leslie:

Temple Avenue Garage (Mr. Leeds) - Mr. Leeds was provided with the offer amount for the replacement costs of his garage. He verbally agreed to the offer. Rick is checking with HQEPA for the sample of the written document to be used. Once he provides the document it should be mailed to Mr. William Leeds at 830 Chambers Avenue, Gloucester City, NJ 08030.

DIAZ Bills - the folders are on my desk. Checks were ordered for Village of Holley (\$199.32); ADT (\$357.51) and Pools Eye two checks (\$380.00 services on 27 & 28 Feb/\$380.00 services on 7, 10-11 Mar 08).

\*ADT - Please email Michelle Spencer when checks are being mailed to ADT, this prevents them from sending the checks back to us due to the correspondence being detached from the checks.

#### CHRIS:

#### Cornell-Dubilier

Central Jersey & Trading - A check was ordered for them for their storage costs. I already drafted a copy of the letter, it is in my share drive under Cornell (Central Jersey Chck Send for Storage).

R&M Manufacturing - Processed claims for Zoning permit, ISRA Application Fee, Building Permits and a portion of legal costs. He presented a claim (\$17,390) for architectural plans that he stated was required for building permit by Township of Monroe. We will need more information regarding this claim.

Classification: UNCLASSIFIED

Caveats: NONE



# DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MD 21203-1715

February 26, 2008

Real Estate Division Special Projects Support Branch

Mr. Eli Heller and Mr. Paul Berlin Central Jersey and Trading Company 973 New Durham Road Edison, New Jersey 08817

Dear Messrs. Heller and Berlin:

This letter is regarding the permanent relocation of Central Jersey and Trading Company in connection with the Cornell-Dubilier Superfund Site located at the Hamilton Industrial Park, South Plainfield, New Jersey.

As you are aware, Central Jersey and Trading Company has until June 1, 2008, to complete all necessary actions in connection with their relocation. Central Jersey and Trading Company has until December 1, 2008, to complete and submit all claim forms in connection with the permanent relocation.

If you have any questions regarding this matter, please feel free to contact Ms. Gloria Hawkins at (410) 962-2003; a message may also be left at (888) 867-5215.

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis Environmental Program Manager Real Estate Division

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Copy Furnished:

Pete Mannino, U.S. Environmental Protection Agency (EPA), Region II, 290 Broadway, New York, NY

10007-1866

LEWIS/CENAB-RE-S

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  That we can return the card to you.  Itach this card to the back of the mailpiece, on the front if space permits.  The Addressed to:  The Heller + Mr. Paul Berlin  That Jersey + Trading  Humi Hon Boulevard  Ling 9C	A. Signature  X  B. Fleccived by (Printed Neirhe)  D. Is delivery address different from item 17  B. Fleccived by (Printed Neirhe)  C. Date of Delivery  C.
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First-Class Mail Postage & Fees Paid USPS Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

U.S. Army Engineer District, Baltimore
ATTN: Real Estate Division/ FAAB PES
P.O. Box 1715
Baltimore, MD 21203-1715

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# DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MD 21203-1715

September 12, 2007

Real Estate Division Special Projects Support Branch

Mr. Eli Heller and Mr. Paul Berlin Central Jersey and Trading 333 Hamilton Boulevard Building 9C South Plainfield, New Jersey 07080

Dear Messrs, Heller and Berlin:

Enclosed is U.S. Treasury Check No. 8736-01447186 in the amount of \$16,534.12 in connection with your relocation from the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey. This check represents the balance of your self-move payment in the amount of \$6,925.00 and increased rental over a two year period in the amount of \$9,609.12, for re-establishment expenses.

Please be advised that only \$16,534.12 of your total claim in the amount of \$20,936.93 has been processed. In order to process the remaining balance of your claim, please submit the following along with a completed form for Actual Reasonable Moving and Related Expenses.

- a. Storage Costs (\$3,538.32) cancelled checks for rental paid for the month of June for both the Hamilton Industrial Park Site and 973 New Durham Road.
- b. New Rubber Stamp (\$44.92) detailed receipt from Staples.
- c. Telephone Connection (\$164.00) statement showing telephone connection fee along with a copy of cancelled check.
- New Sales Books & Business Cards (\$461.82) cancelled check and/or name and telephone number of vendor.
- e. Wal-Mart & Staples Supplies (\$185.51) detailed receipt showing items purchased. PLEASE NOTE: We do not reimburse for office supplies.

If you have any questions regarding the above, please feel free to contact Ms. Gloria Hawkins at (410) 962-2003. Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis

Acting Chief, Real Estate Division

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CF: Pete Mannino, EPA Region II

IÁWKINS/CENAB-RE-S/gsh/2-20

LEWIS/CENAB-RE-S

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SACE FINANCE CENTER

736-014473860

Check No.

Pay to the order of CONTRACT

CENTRAL JERSKY

11-SEP-2007

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Check/EFT no

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Disb Station Symbol 8736



## DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MD 21203-1715

June 25, 2007

Real Estate Division
Special Projects Support Branch

Mr. Eli Heller and Mr. Paul Berlin Central Jersey and Trading 333 Hamilton Boulevard Building 9C South Plainfield, New Jersey 07080

Dear Messrs. Heller and Berlin:

Enclosed is U.S. Treasury Check No. 8736-01434762 in the amount of \$6,925.00 in connection with your relocation from the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey. This check represents a portion of your self-move payment of \$14,750.00. It is understood that you accept full responsibility for your self-move.

If you have any questions regarding the above, please feel free to contact Ms. Gloria Hawkins at (410) 962-2003; you may also call toll-free and leave a message for me at (888) 867-5215. Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Signed

Susan K. Lewis
Acting Chief, Real Estate Division

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CF: Pete Mannino, EPA Region II

LEWIS/CENAB-RE-S

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PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will binder discharge of the payment obligation.

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## Certified Mail Provides: A mailing receipt

PS Form 3800, June 2002 (Heverse)

- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two vears

Important Reminders:

Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.

- Certified Mail is not available for any class of international mail.
   NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
   For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the
- endorsement "Restricted Delivery".
   If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs. CENTRAL JERSEY TRADING LLC 333 HAMILTON BLVD. 9C S. PLAINFIELD, N.J. 07080

FAX NO. :

## ATT. MRS.GLORIA HAWKINS

THIS IS A REQUEST FOR PARTIAL PAYMENT OF MOVING EXPENSES. WE ARE DOING A SELF MOVE AND THE PAYMENT WILL BE MOST HELPFUL. WE ALSO DIDN'T INCLUDE THE RENTAL OF A 30 YARD DUMPSTER AT \$600.00 WE WILL NEED 3 DUMPSTERS TO CLEAN UP EVERYTHING. YOUR HELP IN THESE MATTERS IS MOST APPRECIATED. THANK YOU,

**ELI HELLER 5/30/07** 

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203363061-000

#### LEASE AGREEMENT

#### 1. PARTIES

This Lease, dated as of May 4, 2007, is made by and between:

A & R @ NEW DURHAM, LLC, a New Jersey Limited Liability Company 973 NEW DURHAM ROAD EDISON, NJ 08817

(hereinafter called "Landlord")

AND

## CENTRAL JERSEY TRADING, LLC.

(hereinafter called "Tenant")

That for and in consideration of the covenants and agreements hereinafter contained, and upon the terms and conditions herein set forth, Tenant and Landlord covenant and agree as follows:

#### 2. PREMISES

Fig. Ch

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord a rentable area deemed to be 5,128 square feet of space (hereinafter "Premises") in a 25,128 square foot building located at 973 New Durham Road, Township of Edison, County of Middlesex, State of New Jersey, (hereinafter "Building") along with the non-exclusive right to use in common with the Landlord and other tenants of the Building(s), their employees, agents, invitees, customers, and guests, all common areas, improvements, easements, appurtenances, fixtures, and the rights and privileges appurtenant thereto (collectively "Common Areas"). The Building and the lands on which the Building(s) is situated as well as the Common Areas thereto now or hereafter located on said lands shall be collectively referred to as the "Property". The Property is also known as Lot 3.A2 Block 21, on the tax maps of the Township of Edison, County of Middlesex, State of New Jersey, and is more fully described on Exhibit "A" attached hereto and made a part of this Lease.

#### 3. TERM

The Term of this Lease shall be five (5) years commencing on June 1, 2007 ("Commencement Date") and expiring on May 31, 2012 ("Termination Date"), which may be extended as provided herein. This lease is conditional upon existing occupant of the space vacating the premises in a timely fashion. Landlord shall not be held liable if the previous tenant does not vacate the premises completely by June 1, 2007. In the event the previous tenant has not vacated all possessions by June 1, 2007 the Landlord has until July 1, 2007 to ensure premises are vacated.

### 4. USE

Tenant agrees that the Premises shall be used and continuously used solely for the operation of resale and distribution of paper goods. Tenant hereby covenants and agrees that it, its successors and assigns, or anyone holding by, through, or under them, shall not use, nor permit the use of the Premises for any other use or purpose. Tenant further covenants that the proposed use shall conform to the applicable zoning ordinances, rules, and regulations of the Township of Edison and any other rules and regulations of any other governmental or quasi-governmental agencies, boards, or other entities having jurisdiction thereof.

## 5. ANNUAL BASE RENT

Tenant hereby covenants and agrees to pay Landlord during the Term of this Lease a fixed Annual Base Rent pursuant to the schedule set forth below:

Contral Jersey lease

- I - ..

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Lease Year	Fixed Annual Rent	Monthly Rent Installment
6/1/07-5/31/08	\$33,332.00	<b>\$2,777.66</b>
6/1/08-5/31/09	\$33,332.00	\$2,777.66
6/1/09-5/31/10	\$33,332.00	\$2,777.66
6/1/10-5/31/11	\$34,614.00	\$2,884.50
6/1/11-5/31/12	\$34,614.00	\$2,884.50

## 6. ADDITIONAL RENT

It is the intention of the Landlord and the Tenant that the Rent herein specified shall be triple net to the Landlord in each and every Lease year during the Term of this Lease. All costs and expenses and obligations relating to the Premises and Property which may arise or become due during or out of the Term of this Lease shall be paid by Tenant.

In addition to the Annual Base Rent provided in Paragraph 5 herein, Tenant agrees to pay to the Landlord as Additional Rent, its proportionate share of the costs and expenses and obligations incurred by the Landlord in operating, maintaining and managing the Building, the Premises, and the Common Areas of the Property as defined (hereinafter "CAM Costs"). Such proportionate share shall be paid by Tenant to the Landlord at the same time as each monthly payment of Base Rent is due by paying one-twelfth of the amounts as are estimated and billed by the Landlord for each calendar year, commencing on the Commencement Date and continuing on the first day of each month thereafter during the Term thereof and any renewal or extension Term. Non-payment of Additional Rent shall give the Landlord the same rights and remedies against the Tenant as if the Tenant had failed to pay the Base Rent.

Tenant's proportionate share, wherever that phrase is used, shall be Twenty 41/100 percent (20.41%) which is the percentage allocated to the Premises as it relates to the Building as a whole. At any time during each calendar year, upon giving notice to Tenant in writing, Landlord may re-estimate such CAM Costs and adjust Tenant's monthly installments payable thereafter during such period to reflect more accurately Tenant's proportionate share of Landlord's CAM Costs.

The term "CAM Costs" shall mean all costs and expenses, incurred by Landlord in each calendar year or partial calendar year during the Term of this Lease, in operating, managing, and maintaining the Building, the Premises, and the Property, and shall include, by way of example but not by way of limitation, the cost of: Real Estate Property Taxes and any other taxes or assessments which may be imposed; the cost incurred in operating, maintaining, repairing, inspecting, insuring, protecting, and managing the Property (to the extent same are provided at the Property) including property management and other professional fees; parking lot and driveway paving, striping, repair, and replacement; lighting and snow plowing for parking areas and other common areas; lawn mowing, gardening, and landscaping; trash and other refuse removal from the Property; premiums and any deductibles for insurance and costs relating to the Property as defined in Paragraph 9 herein; electrical, gas, and other utility service; general maintenance and repair of the Property, including roof, structural components, building systems, and facilities; capital expenditures under generally accepted accounting principles for improvements and repairs to the Property (however, such costs will be amortized over the useful life of the capital improvement); and permits, governmental fees, inspections, and licenses. If any such CAM Costs charge is substantially increased due to the nature of Tenant's use, then in addition to the proportionate share referred to herein. Landlord shall have the right to adjust Tenant's allocable portion of such charge by any excess consumption or other basis which fairly

allocates such charge. CAN Costs will not include additional exclusions, depreciation of the Property, costs of alterations to portions of the Property leased to other tenants in order to prepare same for such tenant's acceptance of possession, real estate brokers' commissions, and mortgage interest.

At the end of each calendar year, Landlord will furnish to Tenant a statement showing the total CAM Costs for that year, Tenant's share of such costs, and the total of the monthly CAM Costs payments made by Tenant to Landlord during the calendar year just ended. Landlord's failure to provide such CAM Costs statement by the date provided above, however, shall in no way excuse Tenant from its obligation to pay its CAM Costs or constitute a waiver of Landlord's right to collect such CAM Costs from Tenant.

If Tenant's proportionate share of the CAM Costs actually incurred for any calendar year or proportionate part thereof (with respect to the first and last years that this Lease is in effect) exceeds the payments made by Tenant during such calendar year, Tenant shall pay Landlord the deficiency within ten (10) days after the receipt of Landlord's statement. If Tenant's payments Central Jersey lease

made during the calendar year exceed Tenant's proportionate share of the CAM Costs, Tenant may (if Landlord has not previously reimbursed Tenant for such excess payment) deduct the excess amount from the common area charge payment(s) next due Landlord.

Tenant shall only be entitled to dispute the items and adjustments set forth in Landlord's statement furnished to Tenant as stated herein, within a period of two (2) months after Tenant's receipt of such statement. Tenant shall be permitted to review Landlord's records for such CAM Costs relative to the Property for the past calendar year only, so as to verify the accuracy of the statement. Such review shall be in Landlord's office during normal business hours and upon reasonable prior notice from Tenant.

## 7. PAYMENT OF RENT

All Base Rent and Additional Rent due during this Lease shall be payable in equal monthly payments in advance on the first day of each month of the initial Term and any extended Term(s) as provided herein. Rent for any partial period during the Lease shall be a prorate portion of the monthly installment. Rent shall be payable in lawful money of the United States to Landlord at the address for notices to Landlord as set forth herein or to such other persons or places as Land lord may designate in writing. Timely Rent payments shall be of the essence. The Rent shall be paid to Landlord, without notice, without demand, and except as may otherwise be required in this Lease, without abatement, deduction, or setoff. All rental payments shall be made payable to Mastrocola Family Limited Partnership #1.

#### 8. REAL ESTATE TAXES

Real Estate taxes for the purposes of Paragraph 6 shall mean property taxes and assessments imposed upon the Building, Premises, and any special assessments imposed or assessed upon the Property including, but not limited to, the buildings, parking areas, and improvements located thereon and the land on which they stand or on the Rent, together with the reasonable costs (including attorney, consultant, or appraiser fees) of any negotiation, contest, or appeal pursued by Landlord in an effort to reduce the assessment or charge.

If at any time during the Term of the Lease, the methods of taxation prevailing at the commencement of the Term shall be altered so that in lieu of or as supplement to the whole or any part of the real estate taxes now assessed or charged there is an alternate assessment, charge, or tax, then such alternate assessment, charge, or tax shall be deemed to be included in the Real Estate Taxes payable by the Tenant pursuant to this Lease.

#### 9. INSURANCE

Tenant agrees to pay monthly during the Term of this Lease, as Additional Rent included in CAM Costs as provided in Paragraph 6 above, an amount equal to its proportionate share of the annual cost for all insurance the Landlord maintains for the Property including, but not limited to, all insurance for loss or damage by fire and all other casualties ordinarily included in extended coverage, public liability, insurance for the payment of rent, personal injury, property damage, and all other insurance of any type, kind, or description which may be reasonably required for the Building and/or the Property.

Tenant agrees that in the event the Tenant's use and occupancy of the Premises causes for any reason any additional charge or increase in Landlord's rate of insurance on the Premises and/or the Property, and conditions are such that nothing can be done to remove such additional charge or increase in the rate of insurance, then Tenant shall pay to the Landlord as Additional Rent the entire cost of the increase.

Tenant covenants to provide during the entire term of the Lease at Tenant's sole cost and expense:

- (1) Property insurance against fire and all risk of loss or damage insuring Tenant's improvements to the Premises, fixtures, personal property, and plate glass, all for the full replacement cost with extended coverage endorsement and endorsement for vandalism, and rent continuation insurance.
- (2) Commercial General Liability Insurance (or if such coverage is not in effect when needed, such other similar coverage as required by Landlord) naming Landlord as an additional named insured, insuring Tenant and Landlord against any liability commonly insured against and occasioned by any accident, injury, or death resulting from any act or emission on or about Building, Premises, or Property and any

appurtenances thereof. The Policy shall be with limits not less than Two Million Dollars (\$2,000,000.00) with respect to any one person, with respect to any one accident, and with respect to property damage. Said insurance shall be written on an 'occurrence' basis and not on a "claims made" basis. Landlord reserves the right to increase said coverage limits if, in the reasonable opinion of Landlord, said coverage becomes inadequate and is less than that commonly maintained by similar tenants in similar buildings.

- (3) Each of the Tenant's insurance policies shall: (a) contain an express waiver of subrogation by the insurance carrier in favor of Landlord, Landlord's agents and employees, and mortgagees, (b) contain a provision that the policy shall not be canceled or terminated without thirty (30) days prior written notice to Landlord from the insurance carrier, and (c) be issued by a nationally recognized and reputable carrier licensed to do business in the State of New Jersey.
- (4) Tenant shall deliver to Landlord on or before the Commencement Date a copy of all insurance policies and/or Certificates of Insurance. Tenant shall insure that current copies of such documents are provided to Landlord annually or as requested during the Term of this Lease.

## 10. SECURITY DEPOSIT

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Tenant shall deposit with the Landlord the sum of Seven Thousand and 00/100 Dollars (\$7,000.00) which represents two months' base rent plus C.A.M. charges, and such monies shall continue as security for the faithful performance and observance by Tenant of the covenants, provisions, terms, and conditions of the Lease, required to be performed by the Tenant and to indemnify the Landlord for any damage sustained by the Landlord on account of any breach or default by Tenant.

In the event Tenant defaults in respect to any of the covenants, provisions, terms, and conditions of the Lease including, but not limited to, any payment of Annual Base Rent or Additional Rent, Landlord may from time to time use, apply, or retain the whole or any part of the security so deposited to the extent required for the payment of any Annual Base Rent and Additional Rent or any other sum as to which Tenant is in default or for any sum which Landlord may be required to expend by reason of Tenant's default in respect to any of the covenants, provisions, terms, and conditions of this Lease, including, but not limited to, reasonable attorney's fees and other collection charges, or any damages or deficiency in the re-letting, repairing, or altering of the Premises. The Landlord shall furnish the Tenant written notice in the event that the security deposit or any portion thereof shall be applied by the Landlord towards the cure of a breach or default of the Lease committed by Tenant. Thereafter, the Tenant shall have ten (10) days from Landlord's notice to repay such monies to Landlord in order to bring the security deposit amount back to the original amount as stated herein. Landlord may, at its sole discretion, require Tenant to increase the amount of the Security Deposit held by Landlord to an amount equal to two (2) times the then current monthly Base Rent and Additional Rent scheduled to be paid under this Leasc.

In the event that the Tenant shall fully and faithfully comply with all the covenants, provisions, terms, and conditions of this Lease, the security deposit shall be returned to Tenant, without interest, within thirty (30) days after the expiration of the Lease and after delivery of entire possession of the Premises to Landlord.

In the event that the Property is sold, the Landlord shall transfer and deliver the security to the Purchaser of the Property and shall notify Tenant, and thereupon Landlord shall be discharged from any further liability for the return of such security.

Tenant shall not assign or encumber the money deposited as security and neither the Landlord or its successors or assigns shall be bound by any such assignment or encumbrance.

If Tenant is in breach or default under this Lease more than two (2) times within any twelve month period, irrespective of whether or not such breach or default is cured, then, without limiting Landlords' other rights and remedies provided for in this Lease or at law or equity, the Security Deposit held by Landlord may be increased by an amount equal to four (4) times the then current monthly Base Rent and Additional Rent scheduled to be paid under this Lease.

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#### 11. COMMON AREAS

The term "Common Areas" shall mean all areas, improvements, easements, appurtenances, fixtures, and equipment located on the Property and granted by Landlord for the common use and benefit of the Landlord, Tenant, and any other tenants or occupants of the Puilding(s) and/or Property, and their employees, agents, servants, customers, and other invitees, including by way of example but not limited to, common egress and ingress, driveways, parking areas, retaining walls, plumbing and sewage systems, landscaped areas, pedestrian ways, ramps, sidewalks, fire sprinklers, etc. Landlord will operate and maintain the Common Areas in a manner deemed by Landlord, in its sole discretion, to be in the best interest of the Premises and Property. Landlord shall have the right to: (i) establish, modify, and enforce reasonable rules and regulations with respect to the Common Areas, and Tenant hereby agrees to abide by such reasonable rules and regulations; and (ii) do and perform such other acts in and to said Common Areas as, in the exercise of good business judgment, Landlord shall determine to be necessary and advisable.

## 12. OPTION TO RENEW

Provided that the Tenant is not in default of any of the terms and conditions of the Lease, Tenant shall have the right and option to extend the Term of the Lease for one (1) successive five (5) year option ("option period" or "extended term") beyond the expiration of the initial Term, except for Rents, upon the same terms and conditions as set forth herein. Tenant must exercise its option for each extended term by written notice to the Landlord at least One Hundred Eighty (180) days prior to the commencement of each option period, with time being of the essence in providing such notice.

The option to extend is exercisable by Tenant, if at all, only with strict compliance of the aforesaid condition(s) and by giving Landlord written notice of its election to extend the Term not later than the One Hundred Eightieth (180th) day prior to the Termination Date or the end of any option period. Strict compliance with the conditions of the options and the exercise thereof is deemed material to the parties and time for exercise of any such option is of the essence. Failure to exercise an option in the time frame set forth herein shall be deemed a waiver of the option period by Tenant, in which event this Lease shall expire on the Termination Date as set forth in Paragraph 3 (or the end of the option period if Tenant has previously exercised any such option), and Tenant shall have no further right or privilege to extend at the expiration of the initial Term or of any option period(s).

## 13. ADJUSTED RENTAL

If Tenant properly exercises the option period(s) as described in Paragraph 12, the Annual Base Rent shall be set as follows:

<u>Lease Year</u>	Fixed Annual Rent	Monthly Rent Installment
6/1/12-5/31/13	\$37,178.00	\$3,098.17
6/1/13-5/31/14	\$37,178.00	\$3,098.17
6/1/14-5/31/15	\$37,178.00	\$3,098.17
6/1/15-5/31/16	\$39,742.00	\$3,311.83
6/1/16-5/31/17	\$39,742.00	\$3,311,83

as of the first day of the first year of the respective option period. Upon receipt of advice from the Tenant that it is exercising its option to renew, the parties shall meet for the purpose of determining the Annual Base Rent as described above. In the event that the parties are unable to agree, the Landlord and the Tenant shall each select a Realtor dealing in commercial rentals in the geographic area and the two so selected shall select a third commercial Realtor dealing in the area for the purpose of determining the Annual Base Rent charged in the area for similar space and similar uses. The written decision of any two of the three Realtors so selected shall be binding on all parties.

#### 14. ASSIGNMENT AND SUB-LEASE

Tenant covenants that it shall not assign this Lease or sublet the Premises or any part thereof or permit the Premises to be used by others without the prior written consent of the Landlord in each instance, which consent shall not be unreasonably withheld. Consent withheld for any of the following reasons shall be deemed conclusively to be consent reasonably withheld: (i) the proposed assignee or sublessee is not financially qualified or is an otherwise unsatisfactory credit risk, (ii) the proposed assignee or sublessee is not sufficiently Central Jersey lease

experienced, (iii) the proposed assignment or sublet would result in the creation of more than one store, or in a change of the permitted use or trade name, other than herein limited, (iv) the proposed assignment or subjet, in Landlord's sole discretion, would adversely effect the overall character or quality of the Premises or would interfere or be inconsistent with any other use of any other tenant in the Building(s), (v) the proposed assignment or sublet is considered hazardous or environmentally sensitive, or (vi) the proposed assignment or sublet is not approved, if such approval is necessary, by the holders of any mortgage against the Property. Tenant acknowledges that its sole remedy with respect to any assertion that Landlord's failure to consent to any assignment or sublet is unreasonable shall be the attempt to obtain specific performance and Tenant shall not have any other claim or cause of action against Landlord as a result of Landlord's actions in refusing to consent thereto.

If, with consent of Landlord, this Lease may be assigned, or the Premises or any part thereof be sublet or occupied by any person or entity other than Tenant, Landlord may collect Rent and Additional Rent from the assignee, subtenant, or occupant and apply the amount collected to the Rent and Additional Rent herein reserved, but no such assignment, subletting, occupancy, or collecting shall be deemed to relieve Tenant of any of its obligations hereunder nor be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant, or occupant, or a release of Tenant from its obligations under the covenants, provisions, terms, and conditions hereof; it being understood and agreed that Tenant shall at all times, including during any extension term, remain obligated as a primary obligator under this Lease. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant or any other Tenant, assignee, subtenant, or occupant of the Premises from obtaining the express consent in writing of Landlord to any further assignment or subletting.

In the event that Tenant desires to assign this Lease or sublet the Premises, Tenant shall first notify Landlord, in writing, of its intention, which notice shall state the name of the proposed assignce or subtenant, together with its full address. In addition, Tenant shall simultaneously tender a termination and surrender agreement for the portion of the Premises to be sublet or assigned, in proper form and satisfactory to Landlord ("Surrender Agreement"), executed in and on behalf of Tenant. Thereafter, Landlord shall decide whether to accept a surrender of the Premises or to consent to the proposed assignment or subletting, it being understood that during such period Landlord shall have the right to negotiate with such assignee and/or subtenant, without Landlord incurring any obligation to Tenant, for the Premises. In the event that Landlord shall accept the Surrender Agreement, Landlord shall execute the Surrender Agreement and this Lease shall expire as of the sixtieth (60th) day following the day that Landlord received Tenant notification ("Surrender Date") with the same force and effect as if such date were the Termination Date. Tenant shall pay all Base Rent and Additional Rent on a pro-rata basis for each day through and including the Surrender Date.

Tenant hereby covenants and agrees to tender to Landlord upon receipt any Annual Base Rent or Additional Rent or lump sum or installment payment or sum which Tenant shall receive from or on behalf of any assignee(s) or subtenant(s) which is in excess of the fixed Annual Base Rent or Additional Rent payable by Tenant in accordance with the provisions of the Lease. At the time of submission of the proposed assignment or sublease to Landlord, Tenant shall certify to Landlord in writing whether or not the assignee or subtenant has agreed to pay any such monies to Tenant or any designee other than as specified and set forth in such instruments, and if so, Tenant shall certify the amount and time of payment thereof in reasonable detail.

All costs and expenses, including reasonable attorney's fees incurred by Landlord and Landlord's agent in connection with any proposed assignment or sublet shall be paid by Tenant as Additional Rent.

## 15. SURRENDER OF PREMISES/HOLDOVER

Upon the expiration or carlier termination of the Term of this Lease, Tenant shall quit and surrender to Landlord the Premises, together with all improvements thereon, "broom-clean" and in good order and condition, normal wear and tear excepted, from a reasonable use thereof not resulting from the neglect or fault of the Tenant. Tenant's obligations under this Lease, including the payment of Base Rent, Additional Rent, and any other costs and fees, shall survive the expiration or earlier termination as provided herein. Tenant shall remove all property of Tenant and failing to do so; Landlord may cause all of the said property to be removed at the expense of the Tenant and Tenant shall pay to Landlord all costs and expenses associated therewith immediately upon demand. Any property not so removed shall be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord as Landlord, in its sole discretion, shall determine; Tenant hereby releases Landlord from all claims for loss and damage

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to such property arising out of such retention or disposition thereof. Tenant's obligations under this Paragraph shall survive the expiration or other termination of the term of this Lease.

Tenant shall have no right to remain in possession of the Premises after the Termination Date. If the Tenant shall occupy the Premises after the expiration of this Lease with the consent of the Landlord (which consent shall be the obligation of Tenant to obtain in writing prior to the Termination Date and which consent Landlord shall be under no obligation to give), and Rent is accepted and collected from said Tenant, such occupancy and payment shall be construed as an extension of this Lease for a term of month-to-month only, from the date of such expiration. In such event, if either Landlord or Tenant desires to terminate said occupancy at the end of any month after the termination of this Lease, the party so desiring to terminate the same shall give the other party at least thirty (30) days' written notice to that effect. If such occupancy continues after the aforesaid notice of termination, or if Tenant shall continue its occupancy after the Termination Date without obtaining Landlord's written consent, Tenant shall pay to Landlord, as partial damages, double the amount of both the fixed Annual Base Rent (at the rate which was last in effect for the Term) and all Additional Rent for the time, on a per diem basis, Tenant retains possession of the Premises or any part thereof after termination of the Term, together with all costs, expenses, and consequential and other damages incurred by Landlord and its agents to obtain possession from Tenant, including all reasonable attorney's fees. Tenant shall be liable to Landlord for any loss of rents and/or liability sustained by Landlord in connection with any subsequent tenancy which may have intended to occupy the Premises at the expiration of the Term herein. The acceptance by Landlord of Base Rent, Additional Rent, or any other charges or payments shall not be deemed to create a new or additional tenancy other than that as described in this Paragraph.

#### 16. UTILITIES

Tenant shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, or other facilities by which such utilities are supplied to, distributed in, or serve the Premises. If Tenant desires to install any equipment which shall require additional utility facilities of a greater capacity than the facilities provided by Landlord, such installment shall be at Tenant's sole cost and expense, and subject to Landlord's prior written approval of Tenant's plans and specifications thereon.

Tenant shall pay for all of its requirements for utilities including, but not limited to, gas, water, electricity, etc., including all utilities necessary for heating, ventilation, and air conditioning the Premises. Landlord shall not be responsible or liable for any interruption in service of any utilities.

All utilities which are supplied, metered, and billed separately for use and consumption by the Tenant in the Premises shall be the sole responsibility of the Tenant for prompt payment as billed. Tenant agrees to make application and arrange for the installation of all such meters or other devices required by Tenant. Landlord shall not be responsible for the costs of providing or installing of any meters or other devices for the measurement of utilities supplied to the Building or Property. In the event any utility is not separately metered for the Premises or the Property, then Tenant shall pay as Additional Rent its proportionate share of such utility charge pursuant to Paragraph 6.

### 17. SIGNS

Tenant has the right, at Tenant's own cost and expense, to install a sign on the existing free standing illuminated sign. Tenant may remove the existing "A & R Plumbing" sign and install Tenant's sign in its place or Tenant may, at Tenant's option, add a new illuminated sign box to the existing free standing sign. All signs herein erected shall be maintained by Tenant in good operation and order. All signs herein erected shall be approved before installation, by the Landlord as to size and location. The sign will remain the property of the Landlord at the expiration of the Lease. Tenant must obtain Township permits and approval prior to installation of any sign.

### 18. TENANT ÍMPROVEMENTS

Tenant may, at its own risk and sole cost and expense, request to install additional improvements and perform other work as may be required in the future provided: (a) Tenant shall first obtain Landlord's written approval to perform such work and written approval of time plans and specifications for such work, and (b) Tenant shall have first deposited with Landlord the policies or cortificates of insurance required.

Upon notice from Tenant, Landlord, in its sole discretion, will maintain and will make or cause to be made structural repairs to exterior walls, structural columns, and structural floors which collectively enclose the Building (excluding, however, all doors, door frames, store fronts, windows, and glass). If the necessity for such repairs shall have arisen from or shall have been caused by the negligent acts, omissions to act, or willful acts of Tenant, its agents, customers, employees, invitees, or contractors, Landlord may make the repair but shall not be obligated to do so, and Tenant agrees to pay to Landlord immediately upon demand, as Additional Rent, the cost of such repairs. In the event Landlord elects not to make such repairs caused by Tenant's negligence, Landlord may require Tenant to make such repairs at Tenant's sole cost and expense.

Tenant shall keep and maintain the interior of the Premises in good, clean, and sanitary condition free from mold, mold spores, or other similar agents, organic or otherwise, insects, rodents, vermin, and other pests and shall redecorate, paint, and renovate the Premises as may be necessary to keep them repaired and in good appearance. Tenant shall at all times, at its sole cost and expense, keep the interior of the Premises including, but not limited to, the fixtures and appurtenances thereto and all electrical fixtures, plumbing, heating, air conditioning, and mechanical systems clean, in good order, replacement, and repair and shall make all necessary maintenance and repairs thereto. All repairs made by Tenant shall be substantially the same quality as the original work. Tenant shall neither encumber nor obstruct the sidewalks, driveways, entrances, yards, hallways, and stairs, but shall keep and maintain the same in a clean condition free from debris, trash, refuse, snow, and ice.

Tenant shall not interfere with the business of the other tenants in the Building or the Property. Where applicable, Tenant will exhaust all odors and smoke emanating from the Premises in such a manner that they will not enter into any other area of the Building.

Tenant shall at its own cost and expense maintain a refuse container. Such container shall be adequate in size and structure and kept in good and secure condition. Such container shall be located in an area designated by the Landlord. Tenant shall not permit the undue accumulation of trash and other refuse on, in, or around the Building, Premises, Property, or refuse areas.

Tenant shall cause any cartons, container, refuse, debris, litter, and garbage to be picked up from the parking areas, sidewalks, and grounds of the Landlord, where same have been dropped or discarded by the Tenant or its customers or invitees. If and only if Landlord so requests, Tenant hereby agrees to maintain a refuse container in front of the Premises which shall be emptied by Tenant. If in the sole discretion of the Landlord, Tenant does not satisfactorily maintain the pickup of litter emanating from Tenant's Premises, Landlord may provide such clean-up necessary to maintain the Premises and Property in a clean and orderly fashion and charge such cost to Tenant as Additional Rent.

Tenant further covenants that Tenant shall: (1) promptly replace at its own expense with like kind and quality any plate glass door or window glass in the Premises which may become cracked or broken, and (2) keep the Premises at temperatures sufficiently high to prevent the freezing of water and pipe fixtures.

Tenant shall not overload the electrical wiring servicing the Building, and shall install at its expense any additional electrical wiring which may be required in connection with Tenant's usage or needs. Any damage to property or injury sustained by any person because of mechanical, electrical, plumbing, or any other equipment or installations, whose maintenance and repair shall be the responsibility of Tenant shall be paid for by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against all claims, actions, damages, and liability in connection therewith including, but not limited to, attorney's and other professional fees and any other cost which Landlord might reasonably incur. If Tenant shall fail to commence such repairs and/or replacements within five (5) days after notice to do so from Landlord, Landlord may make or cause the same to be made and Tenant shall pay, as Additional Rent hereunder, all costs associated therewith to Landlord immediately upon demand. This provision shall survive the expiration or other termination of Term of this Lease.

Where any repairs to Common Areas have been made necessary by misuse or neglect by Tenant or Tenant's agents, servants, visitors or licensees, assignees, or subtenants, Landlord shall make such repairs and Tenant shall pay, as Additional Rent hereunder, all costs associated therewith to Landlord immediately upon demand.

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#### 20. ALTERATIONS AND ADDITIONS

Landlord reserves the right at any time and from time to time to: (a) make or permit changes or revisions in its plan and/or design of the Property, including additions to, subtractions, from, alterations of, and modifications to the Building(s), walkways, parking areas, driveways, or other Common Areas, and (b) construct other buildings or improvements on the Property and to make alterations thereof or additions thereto.

Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, additions, or utility installations in, on, or about the Building, Premises, or Property, or create any openings in the roof or exterior walls. As used in this Paragraph, the term "utility installation" shall mean ducting, power panels, wiring, fluorescent fixtures, space heaters, conduits, aerials, air conditioning equipment, and plumbing. All improvements made by Tenant to the Building or Premises which are so attached to the Building or Premises, such that they cannot be removed without material injury to the Building or Premises, shall become the property of Landlord upon installation and shall be surrendered with the Premises upon the expiration or other termination of this Lease, without injury.

Any alterations, improvements, additions, or utility installations in or about the Premises that Tenant shall desire to make and for which the consent of the Landlord has been given, such consent shall be deemed conditioned upon Tenant acquiring a permit to do so from appropriate governmental agencies and the furnishing of a copy thereof to Landlord prior to the commencement of the work. Prior to commencement of Tenant's work, Tenant shall obtain and maintain at its expense workers compensation, bodily injury, and property damage public liability insurance in amounts and with companies satisfactory to Landlord, and shall submit certificates of insurance as evidence thereof to Landlord naming Landlord as an additional insured. Landlord shall have the right to cause any work allowed to be revised and inspected by an inspector or architect designated by Landlord but at the cost and expense of Tenant, unless Landlord shall perform the work pursuant to the provisions of this Lease. No such alterations or improvements shall affect the Building's structure or be inconsistent with the Building's construction standards, character, or aesthetics. Any improvements so installed without such written consent of Landlord shall be subject to removal by Landlord at Tenant's expense without notice at any time, and all costs associated therewith, including reasonable attorney's fees, shall be payable to Landlord as Additional Rent immediately upon domand.

#### 21. DAMAGE TO PREMISES

If the Premises is damaged by fire or any other casualty or cause including, but not limited to, an act of war, terrorism, or bioterrorism (collectively "casualty"), to such extent that the operation of the Tenant's business is unable to function, Landlord at its sole option, may repair or restore the Premises with reasonable promptness, subject to Force Majeure as hereinafter defined, and Tenant shall have no right to terminate this Lease except as set forth herein. Tenant hereby waives the provisions of any existing or future law permitting the termination of lease agreements in the event of damage as the result of any casualty. Landlord need not restore or replace any fixtures, signs, or other improvements made by Tenant, nor any products, merchandise, furniture, equipment, machines, supplies, or other personalty of Tenant or others damaged or destroyed. Landlord shall be limited to only make the necessary repairs to restore the Premises to substantially the same condition as when originally delivered to Tenant and to the extent permitted by applicable law.

In any case in which use of the Premises is affected by any damage thereto, there will be, as reasonably determined by the Landlord, either an abatement or an equitable reduction in Base Rent depending on the period for which and the extent to which the Premises are not reasonably usable for the purpose for which they are leased; such abatement or reduction will be in proportion to the measure of business or usage of the Premises, or if Tenant is required to discontinue its intended use because of said damage. The words "restoration" and "restore" as used in this Paragraph shall include repairs. However, if the damage results from the fault of Tenant, its agents, servants, employees, customers, contractors, invitees, visitors, or licensees, Tenant shall not be entitled to any abatement or reduction in any Rent and Tenant shall indemnify Landlord for all costs and expenses not covered by insurance. This provision shall survive the expiration or other termination of the Term of this Lease.

In any event of loss or damage to the Premises and/or any content thereof, each party shall notify its insurance carrier and each party, where warranted, will seek to obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party or such endorsement sufficient to preclude claims over against the other party for loss or damage within the scope of such insurance.

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If Landlord shall elect not to repair or restore the damage, this Lease shall terminate as of the date of occurrence of the damage. Landlord will send Tenant written notice of whether Landlord has elected to repair or restore the Premises within sixty (60) days after the date of occurrence of the damage.

[If Landlord elects to repair or restore the Premises, such work shall be commenced within sixty (60) days after such damage occurs and shall be completed within one hundred eighty (180) days after the commencement thereof, provided that if such work is delayed because of changes, additions, or deletions requested by Tenant or subject to Force Majeure, repair or restoration shall be extended for the amount of time Landlord is delayed. In the event Landlord cannot substantially complete the work in the time set forth herein, Tenant may terminate this Lease upon written notice to Landlord thirty (30) days prior to the expected completion date as set forth herein. If Tenant fails to exercise this option within this time frame, time being of the essence, Tenant shall be deemed to have waived its right to terminate the Lease.]

## 22. TENANT DEFAULT

Receipt and acceptance by Landlord of any Base Rent, Additional Rent, or any other cost or charge with knowledge that Tenant is in default of any obligation, covenant, agreement, provisions, term, or condition of this Lease shall not be deemed a waiver of such default. Tenant shall not be entitled to exercise any right of termination or other option granted to it by this Lease at any time Tenant is in default in the performance or observance of any obligation, covenant, agreement, provision, term, or condition of this Lease beyond any applicable grace period as expressly provided herein.

The following shall constitute an "event of default" by Tenant under this Lease for which Landlord shall have remedies as provided herein:

- (1) Failure of Tenant to pay any Rent, Additional Rent, other costs, other monies reserved herein, security deposit, or any part of them that Tenant is obligated to pay pursuant to any provision of this Lease when and as they become due hereunder, which failure shall continue for more than ten (10) days, with or without notice from Landlord as set forth in this Lease, with any such notice, if required, being in lieu of and not in addition to any applicable statutory or other notice;
- (2) Failure of Tenant to perform, observe, or comply with any other obligation, covenant, agreement, provision, term, or condition, required in this Lease which failure (other than payment as set forth in subsection (1) of this Paragraph) is not cured and continues for more than thirty (30) days after notice from Landlord; however, the thirty (30) day period shall be extended if such default cannot reasonably be cured within the thirty (30) day period, provided that Tenant has commenced and is diligently pursuing such default. In no event shall the time period to cure any non-monetary default be extended beyond one hundred twenty (120) days from notice by Landlord;
- (3) Failure of Tenant to deliver as and when required by this Lease, any instrument of subordination, estoppel certificate, insurance policy or certificate, certificate of occupancy, or statements of gross sales if required herein;
- (4) If Tenant fails to occupy or promptly open for business, abandons, vacates, or deserts the Premises by the Commencement Date or any time thereafter, all or any portion of the Premises at anytime following the delivery of possession for more than thirty (30) consecutive days, or fails to operate its business in the Premises for the permitted use with Tenant's trade name as set forth herein;
- (5) If Tenant fails more than two (2) times in any twelve (12) month period to observe or perform any obligation, covenant, agreement, provision, term, or condition of this Lease (including without limitation the payment of any Rent or other monies due) regardless of whether such defaults have been cured by Tenant, the third default shall, at the election of Landlord in its sole discretion, be deemed a non-curable event of default;
  - (6) If Tenant records this Lease or a memorandum thereof;
- (7) If Tenant merges, consolidates, or transfers a controlling interest in its business, or transfers or assigns, sublets, or encumbers Tenant's intorest in this Lease to a third party to use or occupy all or a portion of the Premises except as expressly permitted herein;

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- (8) If Tenant commences steps or proceedings to liquidate, dissolve, terminate, or cease to exist, or with the filing by or against Tenant of any petition with respect to its own financial condition under any bankruptcy law or any amendment thereto (including, without limitation, a petition for reorganization, arrangement, or extension), or under any other insolvency law or laws providing for the relief of debtors which petition, if filed against Tenant, shall not be dismissed within ninety (90) days; the appointment of a receiver, trustee, custodian, conservator, or liquidator for Tenant on all or substantially all of Tenant's assets, and the appointment is not dismissed within ninety (90) days after the commencement thereof; the admission by Tenant of its insolvency; or, the making of a general assignment for the benefit of creditors. However, none of the foregoing shall be a default if all Rent is paid as provided herein;
  - (9) If Tenant shall fail to pay any taxes or make any other payment required to be made under this Lease, or shall default in the performance of any obligation, covenant, agreement, provision, term, or condition herein Landlord may, without being under any obligation to do so and without thereby waiving such default, make such payment and/or remedy such default for the account and at the sole expense of Tenant. Tenant shall pay to Landlord, immediately on demand, the amount of all sums so paid and all expenses so incurred by Landlord, together with interest, at the rate of twenty percent (20%) on such sums and expenses from the date incurred until payment is made in full. Any such sums due shall be considered Additional Rent as defined herein;
- (10) If Tenant fails to maintain any required risk insurance or liability insurance with the required waiver of subrogation naming Landlord as an additional named insured as set forth herein;
- (11) If Tenant or any agent of Tenant falsifies any report or misrepresents any other information required to be furnished to Landlord pursuant to this Lease;
- (12) If Tenant fails to maintain any licensure including, but not limited to, any professional licensure required by Tenant to operate its business pursuant to the use as set forth herein. However, the foregoing shall not be a default if all Rent is paid as provided herein; or
- (13) The occurrence of any other event described as a default elsewhere in this Lease or any amendment thereto, regardless of whether such event is defined as an "event of default".

## 23. LANDLORD REMEDIES

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Upon the occurrence of any event of default by Tenant that has not been cured in the time period specified after notice as set forth herein, Landlord in addition to any and all rights and remedies it may have at law, equity, and as otherwise provided in this Lease may, at Landlord's option, exercise any one or more of the following remedies set forth herein. Moreover, Tenant shall be liable for any and all reasonable attorney's fees which Landlord may incur in enforcing or protecting its rights against Tenant for any breach or default or as otherwise provided in this Lease.

- (1) If Tenant shall fail to pay the Base Rent when due, for two (2) consecutive months, or three (3) or more times in any period of six consecutive months, or if Tenant fails to pay Additional Rent when due three or more times in any Lease year, Landlord may, in addition to all other available remedies, declare all Rent reserved under this Lease for the next six (6) months to be immediately due and payable.
- (2) Landlord may give Tenant a notice of its intention to terminate this Lease ("Termination Notice") specifying a date not less than three (3) days thereafter, upon which date this Lease, the term and estate hereto granted and all rights of Tenant hereunder shall expire and terminate and Tenant shall immediately surrender possession of the Premises to the Landlord including any and all improvements thereon. Notwithstanding the foregoing: (i) Tenant shall remain liable for damages as hereinafter set forth, and (ii) Landlord may institute dispossess proceedings for non-payment of Rent or other proceedings to enforce the payment of Rent without giving the Termination Notice.
- (3) Upon any such termination or expiration of this Lease, Landlord may without further notice enter upon, re-enter, possess and repossess itself thereof by force, summary proceedings, ejectment, or otherwise and may have, hold, and enjoy the Premises.

- (4) No entry, re-entry, or relating by Landlord, whether by summary proceedings, termination, or otherwise shall be construed as an election by the Landlord to release Tenant from any of its liabilities as set forth is this Lease or a forfeiture of any Rents or other charges due Landlord during the balance of the Lease Term. In no event shall Tenant be entitled to receive any benefit or credit from any rental in excess for the Rent resorved under the Lease which results from a reletting of the Premises after Tenant defaults.
- (5) Landlord may, at Landlord's sole option (without imposing any duty upon Landlord to do so), and Tenant hereby authorizes and empowers Landlord to re-enter the Premises as Tenant's agent or for any occupant of the Premises under Tenant, or for its own account or otherwise, and Landlord is hereby granted a lien in addition to any statutory lien or right to distrain that may exist on all personal property of the Tenant in or upon the Building or Premises and the security interest granted to the Landlord as additional security for the performance of the covenants and conditions of this Lease. Landlord shall have the right as agent of the Tenant to take possession of any fixtures, furniture, or other personal property of the Tenant found in or about the Premises and sell the same at public or private sale and to apply the proceeds thereof to the payment of any monies due under this Lease; Tenant hereby waives the benefit of all laws exempting property from execution, levy, and sale on distress or judgment.
- (6) If this Lease is terminated for default, or if Tenant vacates or abandons the Premises prior to the expiration of the Lease Term, Landlord shall have the right, but not the obligation, to re-let the same and, if all rent reserved under this Lease (together with Landlord's cost incurred from Tenant's Default and Landlord's re-entry) is not recovered by Landlord, then Landlord shall be entitled to receive from Tenant as liquidated damages, which are agreed to be the aggregate rental reserved under the terms of the balance of the Lease term, including any reasonable attorney's fees, brokerage commissions, consequential damages, and any other costs to put the Premises in rentable condition including any necessary alterations, repairs, and/or replacements.

## 24. INDEMNITY

Tenant shall indemnify and save harmless Landlord and its agents against and from; (a) any and all claims arising from any accident, incident, injury, and/or damage, howsoever and by whomsoever caused, to any person or property, occurring on or about the Building or the Premises or from the conduct or management by Tenant, its subtenants, licensees, its or their employees, agents, contractors, or invitees to the Building or Premises or as the result of any business being conducted therein, (b) any condition created in or about the Building or Premises during the Term of the Lease or during the period of time, if any, prior to delivery of the Premises, (c) any and all claims arising from any negligent, willful, or otherwise wrongful act or omission of Tenant or any of its subtenants or licensees, or its or their employees, agents, contractors. or invitees, (d) any loss. claim, or liability related to compliance with or breach of Tenant's obligations pursuant to the Americans with Disabilities Act, the New Jersey Law Against Discrimination, or any other applicable federal or State law, and (e) all costs, expenses, and liabilities, including reasonable attorney fees, incurred in or in connection with each such claim or action or proceeding brought against Landlord by reason of any such claim, Tenant upon notice from Landlord, shall resist and defend such claim, action, or proceeding. This Paragraph 24 shall survive the expiration or other termination of the Term of this Lease.

## 25. MECHANICS LIENS

Tenant shall advise Landlord in writing of any mechanic's lien placed on the Premises within five (5) days of Tenant becoming aware of such lien. Tenant shall also within twenty (20) days after notice from Landlord, discharge or satisfy by bonding or otherwise any mechanics liens for materials or labor claimed to have been furnished to the Premises on Tenant's behalf. Failure of Tenant to comply with the requirements of this Paragraph shall entitle the Landlord to declare this Lease in default. Tenant shall be liable for any and all costs Landlord may incur in removing such an encumbrance including, but not limited to, reasonable attorney fees.

#### 26. CERTIFICATE OF OCCUPANCY

If required by any governmental or quasi-governmental entity prior to the Commencement Date or during the term of this Lease, the Landlord shall, at its expense, obtain a Certificate of Occupancy or use permit from the Township of Edison for the Premises. The Landlord makes no representation as to any permissive use or zoning ordinance interpretation.

## 27. COMPLIANCE WITH LAW

Tenant shall not do or permit anything to be done in the Premises which shall constitute a public nuisance or which will conflict with the regulations of any governmental entity or with any insurance policy upon said Premises or any part thereof or which shall increase the rate of any insurance for the Building or the Property. The Tenant shall, at its own expense, comply with all requirements of law and with all ordinances or orders, statutes, directives, rules, and regulations of any Federal, State, municipal, or other public authority having jurisdiction over and affecting the Building, Premises, or Property, including Tenant's use and occupancy thereof.

## 28. FORCE MAJEURE

In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, flood, earthquake, acts of God, nature, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, terrorism, bioterrorism, or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Paragraph shall not operate to excuse Tenant from the prompt payment of Base Rent, Additional Rent, or any other payments due or required by this Lease.

## 29. EMINENT DOMAIN

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If Tenant's use of the Premises is materially affected due to the taking by eminent domain of: (a) the Premises or any part thereof or any estate therein; or (b) any other part of the Building or Property, then in either event, this Lease shall terminate on the date when title vests pursuant to such taking. The Base Rent and any Additional Rent shall be apportioned as of said termination date and any Base Rent or Additional Rent paid for any period beyond said date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award of such taking or any payment in lieu thereof, but Tenant may file a separate claim for any taking of fixtures and improvements owned by Tenant which have not become Landlord's property, and for moving expenses, providing the same shall in no way affect or diminish Landlord's award. In the event of a partial taking which does not effect a termination of this Lease but does deprive Tenant of the use of a portion of the Premises, there shall either be an abatement or an equitable reduction of the Base Rent depending on time period for which and the extent to which the Premises so taken are not reasonably usable for the purpose for which they are leased hereunder; such abatement or equitable reduction shall be offset by any award Tenant receives from the condemnor.

## 30. RIGHT TO SHOW/RIGHT TO ENTER

During the six (6) month period prior to expiration of the Lease Term, Landlord or Landlord's agent may display "For Lease" signs on the exterior of the Premises and will have the right to inspect the Premises with prospective lessees, during reasonable business hours.

In the event Tenant shall vacate or abandon the Premises, Landlord shall have the right, without cost and without set-off of any kind by Tenant, to enter the Premises to restore, repair, or alter the portion of the Premises so vacated or abandoned by Tenant as Landlord may deem necessary.

## 31. RIGHT OF ENTRY TO INSPECT AND REPAIR

The Landlord or its agents or employees shall have the right to enter the Premises at reasonable hours (and on reasonable notice to Tenant, except that no notice need be given in case of emergency or where Tenant has vacated or abandoned the Premises) for the purpose of inspection of the Premises, or connecting wires, cables, conduits, pipes, and the like within the Premises which supply utilities to the Building in and/or to supply other tenants in the Building with such utilities, or the making of such repairs, additions, or alterations as Landlord shall deem necessary for the preservation of the Property or the safety and convenience of the occupants.

## 32. TENANT PARKING/DELIVERIES

Tenant agrees to require its employees and other non-customers to park their vehicles only in the areas designated by Landlord. All delivery trucks shall use designated service entrances, park in service areas located behind the Premises, and shall not interfere within the business of other tenants located in the Building(s) or Property.

#### 33. SUBORDINATION

This Lease shall not be a lien against the Premises in respect to any mortgages that may hereafter be placed upon said Premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording and the Tenant agrees to execute any instruments, without costs, which may be deemed necessary or desirable, to further effect the subordination of this Lease to any such mortgage or mortgages. A refusal by the Tenant to execute such instruments shall constitute a default by Tenant under this Lease and entitle the Landlord to terminate this Lease in accordance with the terms and conditions set forth herein.

If in connection with obtaining financing for the Building, a bank, insurance company, or other recognized institutional lender or its nominee shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not unreasonably withhold, delay, or defer its consent thereto, provided that such modifications do not increase the obligations or affect the rights of Tenant hereunder.

#### 34. TENANT ESTOPPEL

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Tenant shall, from time to time upon written request by Landlord, execute, acknowledge, and deliver to Landlord, within ten (10) days of receipt of said written request, a written statement certifying that the Lease is unmodified and in full force and effect or that the Lease is in full force and effect as modified by listing the instruments of modification, the dates to which the Rents and any other charges or payments have been paid, and any such other reasonable information as Landlord may request.

#### 35. LANDLORD EXCULPATION

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through, or under Tenant, for any injury, loss, or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises or other tenants of the Building(s) or any part thereof, or for any loss or damage resulting to Tenant or those claiming by, through, or under Tenant, or its or their property, from fire, explosion, collapse, breaking, bursting, stoppage, or leaking of: electrical cables and wires; water, gas, sewer, storm or sprinkler pipes; water, rain, or snow leaks from roof, street, or subsurface; or resulting from the carelessness, negligence, or improper conduct on the part of Tenant or other tenants of the Building(s) or their respective agents, employees, invitees, assignees, subtenants, or successors; or from any other place or cause. All property of Tenant kept or stored in the Premises is done so at the risk of Tenant. Landlord shall not be liable to Tenant for damage to such property and Tenant shall indemnify and hold Landlord harmless from any claims arising out of damage to same. This provision shall survive the expiration or other termination of the Term of this Lease.

## 36. PERSONAL LIABILITY

Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that there shall be absolutely no personal liability on the part of the Landlord, its constituent members (to include but not be limited to officers, directors, partners, members, managers, and trustees), their respective successors, assigns, or any mortgagee in possession (for the purposes of this Paragraph, collectively referred to as "Landlord"), with respect to any of the covenants, provisions, terms, and conditions of this Lease, and that Tenant shall look solely to the equity of Landlord in the Property and Building herein, and no other property or assets of the Landlord shall be subject to levy, execution, or other enforcement procedures for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord of any of the covenants, provisions, terms, and conditions of this Lease to be performed by Landlord, such exculpation of liability to be absolute and without any exceptions whatsoever. This provision shall survive the expiration or other termination of the Term of this Lease.

## 37. APPLICABILITY TO HEIRS AND ASSIGNS

The covenants, provisions, terms, and conditions of this Lease shall apply to, bind, and inure to the benefit of Landlord and Tenant and their respective heirs, successors, legal representatives, and assigns. It is understood that the term "Landlord" as used in this Lease means only the owner, a mortgagee in possession, or a term tenant of the Building, so that in the event of any sale of the Premises or any lease thereof or if a mortgagee shall take possession of the Premises, Landlord named herein shall be entirely relieved of all covenants and obligations Control Jersey lease

and liabilities of Landlord under this Lease and, without further agreement between the parties hereto and their successors, that the transferee has assumed and agreed to carry out any and all covenants and obligations and liabilities of Landlord hereunder after such sale or transfer.

## 38. ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than the Base Rent and Additional Rent charges payable hereunder shall be deemed to be other than a payment on account of the earliest stipulated Base Rent and Additional Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment for Base Rent or Additional Rent be deemed an accord and satisfaction; Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Base Rent and Additional Rent or pursue any other remedy provided herein or by law.

Receipt and acceptance by Landlord of any Base Rent, Additional Rent, and any other charges or payments with knowledge of Tenant's default in any obligation, agreement, covenant, provision, term, or condition of this Lease shall not be deemed a waiver of such default.

#### 39. QUIET ENJOYMENT

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Landlord covenants that the Tenant, by paying the Base Rent, Additional Rent, and any other payments or charges due or required by Tenant under this Lease, and by observing the covenants, provisions, terms, and conditions of this Lease as contained herein, shall and may peacefully and quietly hold and enjoy the Building and the Premises for the Term of this Lease, subject however, to the exceptions, reservations, and conditions of this Lease.

## 40. EFFECTS OF WAIVER/MODIFICATION

The failure by Landlord to insist upon and enforce the strict performance of any obligation, agreement, covenant, provision, term, or condition of this Lease, or to exercise any right to remedy consequent upon a breach or default thereof, and acceptance of full or partial Rent during the continuance of any such breach or default, shall not be construed or deemed to be a waiver of any such breach or default or for the future of such obligation, agreement, covenant, provision, term, or condition. Any modification or amendment to this Lease must be in writing and signed by both Landlord and Tenant and all prior understandings and agreements between the parties are merged within the Lease which alone fully sets forth the understandings of the parties. No course of dealing or usage of trade shall be involved to modify the obligations, agreements, covenants, provisions, terms, or conditions of this Lease.

## 41. RECORDING

Tenant shall not record this Lease or any memorandum or summary of same.

## 42. NO RESERVATION

The submission of this Lease for examination or negotiation does not constitute a reservation of or option for the Premises. This Lease becomes effective as a Lease Agreement only upon the execution and delivery thereof by both Landlord and Tenant.

## 43. CONTROLLING LAW

This Lease Agreement shall be controlled and enforced solely in accordance with the Laws of the State of New Jersey, excluding its choice of law rules, and shall be governed by the Laws of said State.

## 44. WAIVER OF TRIAL BY JURY

Landlord and Tenant do hereby waive trial by jury to the extent such waiver is permitted by Law, in any action or proceeding brought by either party hereto against the other in connection with the lease of the Premises, Tenant's use or occupancy, injury, damage, statutory remedy, or the relationship of Landlord and Tenant.

#### 45. CAPTIONS AND PARAGRAPH NUMBERS

Any captions, paragraph numbers, and index appearing in the Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the intent of such paragraphs, sections, or articles of this Lease nor in any way affect this Lease.

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#### 46. PARTIAL INVALIDITY

If any obligation, agreement, covenant, provision, term, or condition of this Lease, or the application thereof to any person, entity, or circumstances, shall to any extent be declared invalid or unenforceable, the remainder of this Lease, or the application of such remaining obligations, agreements, covenants, provisions, terms, or conditions to persons, entities, or circumstances other than those for which it is held invalid or unenforceable, shall not be affected thereby, and every other obligation, agreement, covenant, provision, term, and condition of this Lease shall remain in full force and effect.

### **47. INTERPRETATION**

The words "herein" "hereby", "hereof", "hereto", "hereunder", and similar words shall always be deemed to refer to this Lease in its entirety, and not merely to the subparagraph or paragraph wherein such words appear, unless expressly so modified.

## 48. LATE CHARGES

Tenant agrees that all Base Rent and Additional Rent to be paid under this Lease, if not paid within ten (10) days after same shall be due (whether paid late or not paid), will be subject to a late charge/service fee of five percent (5%) against all delinquent Rents. Such charge/fee shall be imposed at the discretion of the Landlord. Landlord's failure to impose such charge/fee shall not constitute any waiver of such charge/fee as to subsequent months of this Lease Term.

In the event any check from Tenant is returned unpaid to Landlord, Tenant shall be obligated to pay Landlord, in addition to any applicable charge/fee as set forth herein, a service charge in the amount of: \$50.00 or twice the amount charged to Landlord by its bank on account of the returned item, whichever is greater. This service charge is agreed by the parties to be a reasonable estimate of the administrative expenses of Landlord in handling a returned item.

#### 49. NOTICES

Any notice provided by either party to the other party shall be in writing and shall have been deemed to have been duly given only if delivered personally, by overnight courier with return receipt, or by certified mail return receipt requested. If to Tenant, notice shall be delivered to either the Premises or the address as set forth in Paragraph 1 herein; if to Landlord, at Landlord's address as set forth in Paragraph 1 herein. Tenant or Landlord may designate in writing that such notice be provided at another address of its choosing. Notice shall be deemed to have been duly given on delivery if delivered personally or, if mailed, when deposited with an overnight mail delivery service or with a United States general or branch post office.

## 50. BROKERAGE

Each party warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of the Lease, except DiLeo Realty ("Broker"). Landlord agrees to pay any commission due Broker pursuant to and under a separate agreement between Landlord and Broker. In the event Tenant retains any other broker or agent (other than Broker) in connection with the Lease, including any extension or re-negotiation of same, Tenant shall be responsible for the compensation to said broker or agent. Each party agrees to indemnify the other against all costs, expenses, attorney's fees, or other liability for commissions or other compensation or charges claimed by any broker or agent claiming the same by, through, or under said party, except with respect to Broker. This provision shall survive the expiration or other termination of the Term of this Lease.

## 51. ENVIRONMENTAL

Tenant represents and warrants that the business operations which it shall conduct at the Premises do not constitute the operation of an industrial establishment as defined by the New Jersey Department of Environmental Protection ("NJDEP") as described in the Industrial Site Recovery Act ("ISRA"). Any change by Tenant to an operation with an SIC number subject to ISRA or succeeding legislation shall require Landlord's written consent, and Tenant agrees that it shall comply with all applicable laws, regulations, and other requirements. Any such proposed change shall be sent in writing to Landlord at least ninety (90) days prior to the proposed change. Landlord, in its sole discretion, may deny such consent. Tenant further represents and warrants that neither Tenant nor any of its legal predecessors or affiliates has been required to remediate any Hazardous Substances or Wastes on any property at any time and is not currently subject to any enforcement or other order by any governmental, quasi-governmental, or other entity. In the Control Jersey lease

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event Tenant's representations and warranties hereunder are untrue, Landlord shall have the right to immediately terminate this Lease in its sole discretion, and Tenant shall be responsible for all associated costs, including reasonable attorney fees.

In the event Tenant shall violate any Environmental Law, Tenant shall promptly give Landlord notice of such violation and Tenant shall expeditiously and diligently undertake all necessary actions to fully cure and remedy such violations within the required time periods under this Lease and any applicable Environmental Law. Should any governmental, quasigovernmental, or other entity with proper jurisdiction determine that a remediation plan be prepared and undertaken because of any Discharge of Hazardous Substances or Wastes at the Premises which occurred during the Lease Term, any option period or extended term, during Tenant's control, or as the result of Tenant's occupancy or use of the Premises (collectively the "Lease Term"), Tenant shall, at its own expense, promptly take any necessary samples, prepare and submit any required cleanup plans and financial assurances, and shall promptly carry out the approved remedial plans. The Tenant shall also provide to Landlord: (1) copies of all notices, reports, and correspondence to or from any Local, State, or Federal Agency regarding any environmental matter related to the Premises, (2) notice of any liens threatened or attached against the Premises, and (3) notice of any meeting with any Agency regarding any environmental matter related to the Premises. Note: if used, delete sub paragraphs 4 and 7.

Tenant shall indemnify, defend, and save Landlord harmless from all fines, suits, procedures, claims, losses, damages, penalties, costs, expenses, and actions of any kind, foreseen or unforeseen, including without limitation attorney, engineering, and other professional expert fees incurred by Landlord arising out of or in any way connected, directly or indirectly, wholly or partly, from any Discharge of Hazardous Substances or Wastes at the Fremises which occurred during the Lease Term, and from all fines, suits, procedures, claims, and actions of any kind arising out of Tenant's failure to provide any information, make any submission, and/or take any action required by any Environmental Law. Tenant expressly agrees that its failure to abide by the terms and conditions of this Paragraph shall be restrainable by injunction. Tenant shall effectuate and complete in full compliance with any applicable Environmental Law including, but not limited to, any necessary remediation, including any clean up of the Property. Tenant shall immediately post a bond, letter of credit, or other security in form and amount to Landlord and the entity asserting the claim, to ensure the proper and complete cure of the event(s) which constitutes the basis for the claim.

Tenant shall promptly: (a) supply Landlord with copies of all notices, reports, correspondence, and submissions and made by Tenant to any local, State, or Federal Agency which requires submission of any information concerning environmental matters or Hazardous Wastes or Substances; and (b) notify Landlord as to any liens threatened or attached against property of Tenant or the Premises pursuant to any Environmental Law. In the event that such a lien is filed against the Premises, then Tenant shall, within thirty (30) days from the date that the lien is placed against the Premises, either pay the claim and remove the lien, or furnish either a bond or cash deposit in the amount of the claim out of which the lien arises, or other security satisfactory to the Landlord in an amount sufficient to discharge the claim out of which the lien

For purposes of this Lease, the following words and phrases have or include the meanings thereafter appearing: "Hazardous Substances or Wastes" shall include any pollutants, contaminants, dangerous substances, toxic substances, wastes, materials, or other substances, the presence of which requires investigation, monitoring, reporting, or remediation under any Federal, State or local statute, regulation, ordinance, order, law, action, policy, or common law (collectively "Environmental Law"). "Discharge" shall mean any release, spill, leak, pumping, emitting, emptying, discharge, injection, escape, leaching, disposing, or dumping of Hazardous Substances or Wastes. "Remediation" or "remediate" or "remedial" shall include any and all actions to investigate, test, sample, analyze, evaluate, monitor, or clean up any known, suspected, or potential Discharge or any action required to be taken pursuant to any Environmental Law. "Remediation plans" shall mean all plans, studies, applications, forms, filings, proposals, reports, date exhibits, or any other documentation concerning or related to, directly or indirectly, compliance with any applicable Environmental Law, sampling or testing results, environmental reports (including without limitation Phase I and Phase II audits), remediation reports, data charts, maps, analyses, conclusions, and quality assurance/quality control documentation.

Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the NJDEP or such other appropriate State, Federal, or local governmental entity charged with the administration of any applicable Environmental Law (collectively "Agency"). Should any Agency determine that a remediation plan be prepared and that remediation or investigation be undertaken because of any Discharge at the Property which Central Jersey lease

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was caused by Tenant, its agents, employees, contractors, invitees, or other third parties, or for which Tenant shall bear responsibility under any Environmental Law, then Tenant shall, at Tenant's own expense, prepare and submit any remediation plans, financial assurances, and any other filings or submissions required under this Leasc and any applicable Environmental Law, all to be in form and substance satisfactory to Landlord, and Tenant shall carry out or implement the approved remediation plans and other such filings and submissions. In no event shall Tenant's remediation plans involve the deferral of any remedial action or any engineering or institutional controls, including without limitation, capping, deed notice, deed restriction, or other use restriction. Notwithstanding the provisions of any Environmental Law, in no event shall Tenant's remediation meet standards any less stringent than: (i) those for residential sites, or (ii) the most stringent standards applicable for the Hazardous Substances or Wastes at issue without regard to the actual use of the Property.

Tenant shall notify Landlord of all meetings scheduled between Tenant or Tenant's representatives and any Agency sufficiently in advance of such meeting so Landlord is afforded a reasonable opportunity to attend and Landlord and its representatives shall have the right, without the obligation, to attend and participate in all such meetings. Tenant shall deliver to Landlord without need for prior request, all environmental documentation concerning Discharges or potential Discharges, the environmental condition at the Premises or its environs, or concerning violations, actual or alleged, of Environmental Laws for which Tenant is responsible, in the possession or under the control of Tenant, including without limitation, all remediation plans, affidavits, sampling or testing results, reports, correspondence to or from any Agency, correspondence to or from Tenant's environmental consultants and experts, submissions to any Agency, notices of violations or directives from any Agency, and any approvals or disapprovals from any Agency. At no expense to Landlord, Tenant shall promptly provide all information requested by Landford for preparation of documents necessary to file under any applicable Environmental Law and shall promptly sign affidavits and other such documents when requested by Landlord.

Tenant shall effectuate and complete full compliance with any applicable Environmental Law, including without limitation any necessary remediation, subject to the provisions of this Paragraph, prior to the Termination Date of this Lease, and will be liable for damages to Landlord, including consequential damages and reasonable attorney fees, if it fails to do so, which at a minimum shall equal per diem Rent for time period after the end of the Term until compliance is completed; such Rent shall equal the Rent required for an unconsented holdover pursuant to the terms and conditions of this Lease. Promptly upon completion of all required remediation activities. Tenant shall restore the affected areas from any damage or condition caused by the work, including without limitation, closing, pursuant to law, any wells which have been installed.

Without limitation of the foregoing, in the event Tenant fails to perform any of its obligations under this Paragraph, Landlord shall have the option, but shall not be obligated, to 1) enter onto the Premises or Property and/or take any action it deems necessary, in its discretion, to clean up, remove, remediate, minimize the impact of, or otherwise deal with any Hazardous Substance or Waste upon receipt of any notice from any Agency, person, or entity regarding any Discharge on the Premises or Property; and/or 2) terminate this Lease, provided however, such termination shall not relieve Tenant of any of its obligations under this Lease. All costs and expenses incurred by Landlord in exercising such rights, including any consequential damages and reasonable attorney fees, shall be deemed as Additional Rent hereunder and shall be payable to Landlord upon demand.

Tenant's obligations under this Paragraph shall survive the expiration or other termination of the Term of this Lease.

#### 52. CORPORATE AUTHORITY

If Tenant is a corporation, Tenant represents and warrants that this Lease and the undersigned's execution of this Lease has been duly authorized and approved by the corporation's Board of Directors. The undersigned officers and representatives of the corporation executing this Lease on behalf of the corporation represent and warrant that they are officers of the corporation with the authority to execute this Lease on behalf of the corporation, and within fifteen (15) days of execution hereof, Tenant will provide Landlord with a corporate resolution confirming the aforesaid.

IN WITNESS WHEREOF, the parties hereto represent and warrant that the representative(s) signing hereunder are authorized to do so and have hereunto set their hands and seals, or cause these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF OR ATTESTED BY:

Tenant:

By:

Central Jersey Trading, MI

Eli Heller, Principal

Tenant:

By:

Central Jersey Trading, LLC

Paul Berlin, Principal

Landlord:

By:

A& R@ New Durham, LLC Antonio Mastrocola, Sr., Member

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Central Jersoy lease

## LEASE AGREEMENT SUMMARY\*

LANDLORD:

A & R @ NEW DURHAM, LLC

TENANT:

CENTRAL JERSEY TRADING, LLC

**USE (94):** 

RESALE AND DISTRIBUTION OF PAPER GOODS

PREMISES (92):

973 NEW DURHAM ROAD

**EDISON, NEW JERSEY 08817** 

Block 21 Lot 3.A2

5,128 square feet deemed rentable area

INITIAL

100

TERM (¶3): Five (5) Years

Commencement Date: June 1, 2007

Termination Date:

May 31, 2012

BASE RENT (¶5):

Lease Year 1 \$2,777.66 per month net rent

Lease Year 2 \$2,777.66 per month net rent

Lease Year 3 \$2,777.66 per month net rent

Lease Year 4 \$2,884.50 per month net rent

Lease Year 5 \$2,884.50 per month net rent

OPTION TO RENEW (¶12):

One (1) Five (5) Year Option with 180 days' notice;

Lease Year 6 \$3,098.17 per month not rent

Lease Year 7 \$3,098.17 per month net rent

Lease Year 8 \$3,098.17 per month net rent

Loase Year 9 \$3,311.83 per month net rent

Lease Year 10 \$3,311.83 per month net rent

ADDITIONAL RENT/CAM (¶6):

Twenty 41/100 percent (20.41%) proportionate share of Building

costs/expenses

SECURITY

DEPOSIT (¶10):

\$7,000.00

BROKER (¶50):

DiLeo Realty, Commission: \_\_\_\_\_\_\_9

<sup>\*</sup> In the event of any inconsistency between the terms set forth in the Lease Agreement and this Summary, the Lease Agreement shall control.

Location: 973 New Durham Road, Edison, NJ 08817

## C.A.M. Charges 2006

Edison Township Sewer	\$ 184.96
Edison Township Property Taxes	\$ 35,671.74
Lawn Care	\$ 1,565.20
Snow Removal	\$ 320.00
Water	\$ 123.62
Insurance	\$ 4,563.00
Management Fees (5% of total CAM charges)	\$ 2,121.43
Total 2006 C.A.M. Charges	\$ 44,549.95
20.41% of total 2006 C.A.M. charges	\$ 9,092.65
Divided by 5,128 square feet	\$ 1.78 per sq. ft.





Mr. Eli Heller Central Jersey Trading Company 44 S. Rhoda Street Spotswood, New Jersey 08884

SUBJECT: Cornell-Dubilier Electronics Superfund Site

Operable Unit 2

a.k.a. Hamilton Industrial Park 333 Hamilton Boulevard South Plainfield, New Jersey

Dear Mr. Heller:

As you are aware, the U. S. Environmental Protection Agency (EPA) is implementing the building demolition component of Operable Unit 2 at the Cornell-Dubilier Electronics (CDE) Superfund Site. On December 14, 2006, EPA informed you that you that your company would be required to vacate the property and that you would be given a written notice specifying the date that EPA will require possession of the property you occupy, at least 30 days before the date that the property must be vacated.

Accordingly, you are hereby notified to vacate the property on or before May 31, 2007. Please be assured that the U.S. Army Corps of Engineers (USACE), acting on behalf of EPA, will continue to offer all appropriate relocation assistance.

If you have any questions regarding this matter, please feel free to contact me at 212-637-4395. Questions regarding the relocation process can be directed to your USACE relocation specialist, Gloria Hawkins, at 410-962-2003.

Sincerely.

Be Mu

Peter Mannino, Remedial Project Manager Central New Jersey Remediation Section

# Moving & Storage Co., Inc.

PO Box 214

Westfield, NJ 07091-0214

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FORM # 850 Rev 8/04

MILBIN PRINTING, INC., 1290 MOTOR PKWY., HAUPPAUGE, NY 11749 (631) 582-8900

## Galil Moving & Storage

Corporate Headquarters
111 Linnet Street, Bayonne NJ 07002
Relocation Estimate
Corporate Division
800-464-6683

April 12, 2007

Mr. Eli Heller
Central Trading
338 Hamilton Blvd.
South Plainfield, New Jersey 07080

Dear Eli:

Thank you for giving us the opportunity to estimate the relocation of the distribution center project for Central Trading. Listed below is a breakdown of your moving costs.

Scope of Project: To relocate approximately 325-350 palettes from South Plainfield distribution center to a site as yet to be determined. In addition, we will also break down a number of designated heavy steel shelving. The relocation will take place over a period of 3 days(as yet to be determined) using 3 trucks/10 men on a rotation basis...plus 2 forklifts, one of which will be supplied by Central Trading.

Total Estimated Cost: \$14,000.00

Mcl Greenblatt – Sold on Service Galil Moving & Storage Bayonne, New Jersey 07002 732 610 1153 cell 800 464 6683 office Estimated 3/27/07 Job # 124988



### **DEPARTMENT OF THE ARMY**

BALTIMORE DISTRICT, CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MARYLAND 21203-1715

March 6, 2007

Real Estate Division Special Projects Support Branch

Mr. Eli Heller Central Jersey Trading Company 44 S. Rhoda Street Morris Township, New Jersey 08831

SUBJECT: Cornell-Dubilier Electronics Superfund Site, Operable Unit 2, a.k.a. Hamilton Industrial Park, South Plainfield, New Jersey

Dear Mr. Heller:

This letter is regarding your permanent relocation in connection with the Cornell-Dubilier Superfund Site in South Plainfield, New Jersey. Enclosed are summary sheets for six additional properties available in South Plainfield, New Jersey. As you continue to search for potential replacement sites, please be sure to keep track of your time and expenses.

Please contact Gloria Hawkins to provide an update on your relocation efforts to date. If you have additional questions during your search and investigation of sites or questions regarding relocation options, please do not hesitate to contact your relocation specialist, Gloria Hawkins, at (410) 962-2003; a message may also be left for her at (888) 867-5215.

Your cooperation throughout this process is greatly appreciated.

Sincerely,

Susan K. Lewis
Acting Chief, Real Estate Division

Copy Furnished:

Mr. Pete Mannino, U.S. Environmental Protection Agency (EPA), Region 2, 290 Broadway, New

York, NY 10007-1866

HAWKINS/CENAB-RE-S/gsh/2-2003

LEWIS/CENAB-RE-S

### GGATENTONTIOESE AVE

County: Middlesex
Submarket: Western Rt 287 Ind

City: South Plainfield, NJ 07080

Stories: 1

RBA: 59,740 SF

Building FAR: 0.40

% Office: -

Land Area: 3.44 AC

Zoning: M-3

Ceiling Height: 20'0"

Column Spacing: 50'w x 41'd

Construction Mat: Masonry

Utilities: Gas - Natural, Heating - Gas, Sewer -

City, Water - City

Power: 200a

For Sale: Not For Sale

Parking: Free Surface Spaces

Property Type: Industrial/Warehouse Status: Built 1978

Tenancy: Multiple Tenant

Landlord Rep: Adler Development Property Manager: Adler Development

Contact Info: 732-225-5000 Recorded Owner: Adler Development

True Owner: Adler Development 732-225-5000

Drive Ins: 1

Loading Docks: 2 ext

Levelators: -

Cross Docks: -

Office Avail: 0 SF Rent/SF/yr: \$6.95 Office Rent: -CAM/SF: -

% Leased: 89.5% Owner Occupied: No

Owner Type: Developer

Total Avail: 6,250 SF

Max Contig: 6,250 SF

Crane: None Rail Line: None Rail Spots: None Sprinkler: Wet

Parking	: rree Surrace Spaces									
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4										

Adler Development

160 Raritan Center Pky, Suite 20

Edison, NJ 08818 732-225-5000 732-225-5544 (fax) Joshua Adler joshua@adlerdev.com (732) 225-5000 x123

Direct

### 645 Montrose Ave

County: Middlesex
Submarket: Western Rt 287 Ind

City: South Plainfield, NJ 07080

Stories: 1

RBA: 15,000 SF

Building FAR: 0.69

% Office: -

Land Area: 0.50 AC

Zoning: -

Ceiling Height: -

Column Spacing: -Construction Mat: -

Utilities: -

Property Type: Industrial Status: Built 1965

Tenancy: Single Tenant

Landlord Rep: Ardom Inc

Adler Development

Property Manager: -Contact Info: -

Recorded Owner: -

True Owner: -

Drive Ins: -Loading Docks: 2 ext Levelators: None

Cross Docks: None

Total Avail: 6,250 SF Max Contig: 6,250 SF Office Avail: 0 SF

Rent/SF/yr: \$6.95

Office Rent: -CAM/SF: -

% Leased: 58.3% Owner Occupied: No

Owner Type: -

Crane: None Rail Line: None Rail Spots: None Sprinkler: -

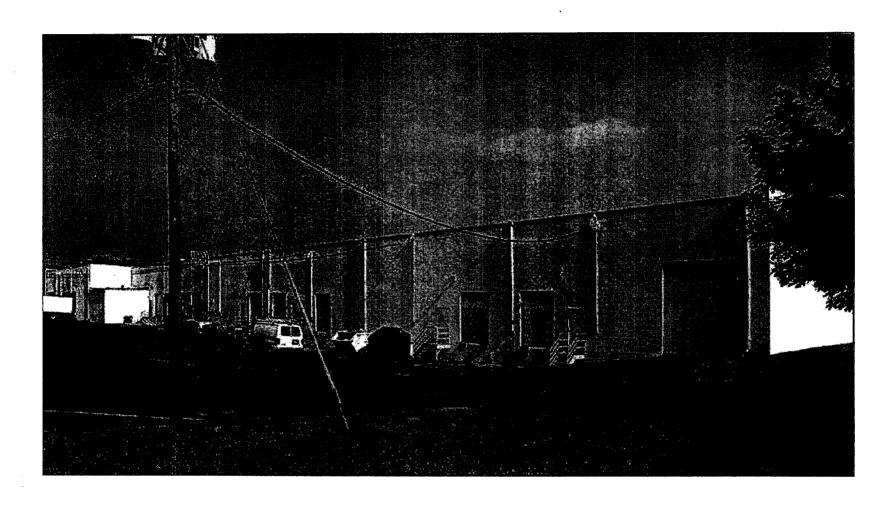
For Sale: Not For Sale

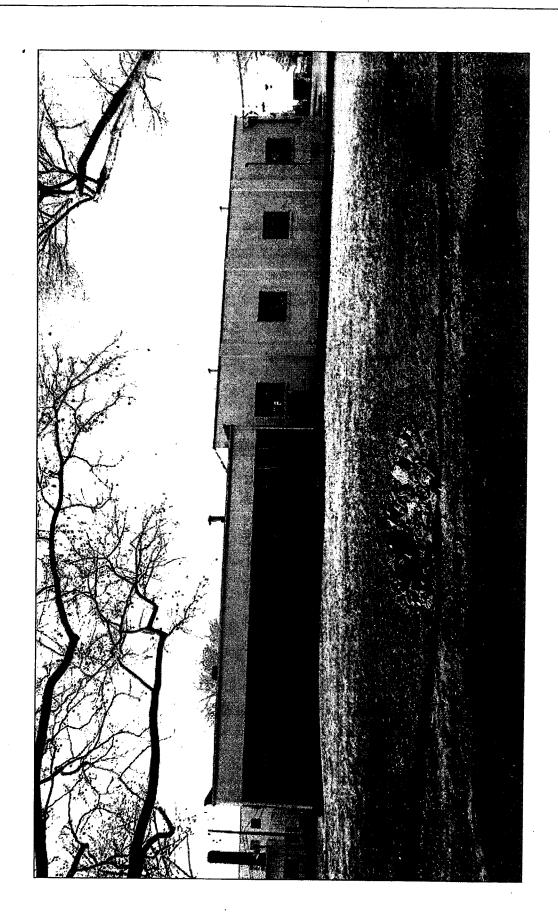
Parking: Free Surface Spaces

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P 1st Warehse/Direct Adler Devi	elopment	6,250/1,250 ofc N	6,250 \$6.95	/nnn Vacant	5 yrs	2	-
ALOBSING Company	👢 📜 Agent Names 👙 🖫	Emaille or stepped actions of the	Phone Number	Strates V	de		Manager and Con-
Adler Development	Joshua Adler	joshua@adlerdev.com	(732) 225-5000 x123	D:4		Cartanan Cartana	
160 Paritan Contor Div. Suite 20	obsida Adiei	joshua@adierdev.com	(732) 225-5000 X123	Direct			Í

160 Raritan Center Pky, Suite 20 Edison, NJ 08818

732-225-5000 732-225-5544 (fax)





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### 700 Cedar Ave

County: Middlesex Submarket: Western Rt 287 Ind City: Middlesex, NJ 08846

Property Type: Class C Industrial/Warehouse Status: Existing

Tenancy: Multiple Tenant

Total Avail: 7,000 SF Max Contig: 7,000 SF Office Avail: 0 SF

Stories: 1

RBA: 16,000 SF Building FAR: -

Landlord Rep: Bob Phillips Property Manager: -

Rent/SF/yr: \$8.00 Office Rent: -

% Office: -

Contact Info: -Recorded Owner: -

CAM/SF: -% Leased: 56.3%

Land Area: -Zoning: - True Owner: -

Owner Occupied: No Owner Type: -

Ceiling Height: Column Spacing: Construction Mat: Masonry

Drive Ins: -Loading Docks: -

Crane: -Rail Line: -Rail Spots: -Sprinkler: -

Utilities: -

Levelators: -Cross Docks: -

For Sale: Not For Sale

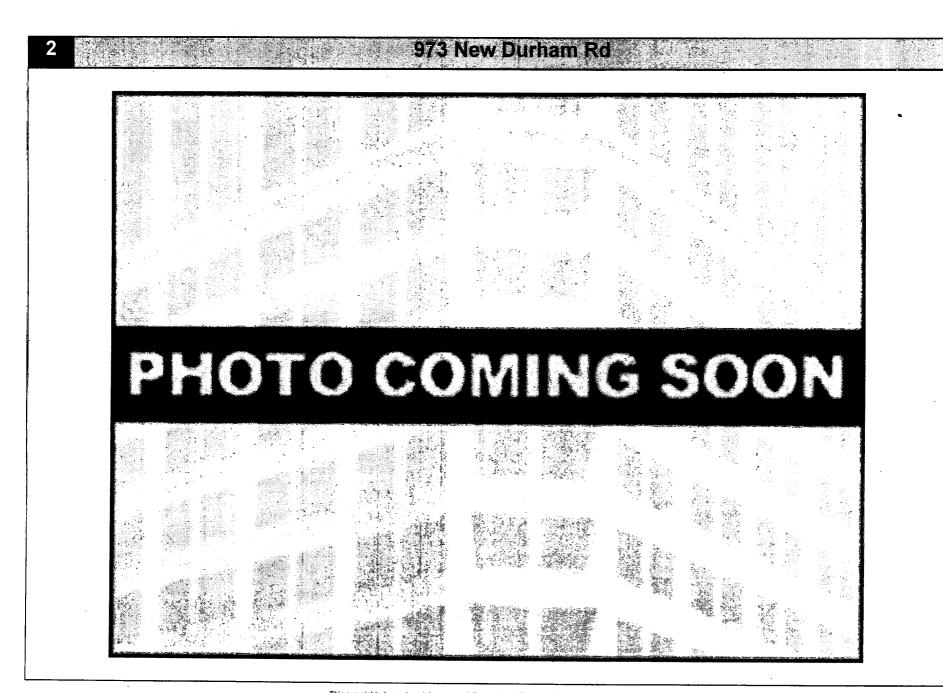
Parking: Free Surface Spaces

Features:

Parcel Number: 10-00344-0000-00001, 10-00344-0000-00004

	Leasing Company	SF Avail/Divide? Bid	Cntg Rent/	SF/yr Occupanc	Term	Docks	Drive-ins
P 1st Warehse/Direct Bob Phillip Leasing Company		7,000 Y	7,000	\$8.00/fs Vacant	5 yrs	-	-
	Agent Name	Email	Phone Number	r Space T	ype		
Bob Phillips	Bob Phillips	robert@phillips-safety.com	(732) 718-0596	Direct			

732-718-0596



### 973 New Durham Rd

County: Middlesex
Submarket: Exit 10 Ind

City: Edison, NJ 08817

Stories: 1

RBA: 25,128 SF

Building FAR: 0.29 % Office: -Land Area: 2 AC

Zoning: LI

Ceiling Height: 20'0"
Column Spacing: Construction Mat: -

Utilities: -

Property Type: Class C Industrial

Status: Existing
Tenancy: Multiple Tenant

Landlord Rep: DiLeo Realty Associates

Property Manager: -Contact Info: -

Recorded Owner: -True Owner: -

Tide Owner.

Drive Ins: 2
Loading Docks: 1 ext
Levelators: -

Cross Docks: -

Total Avail: 5,128 SF Max Contig: 5,128 SF Office Avail: 0 SF

Rent/SF/yr: \$7.00 Office Rent: -CAM/SF: \$1.70

% Leased: 79.6%
Owner Occupied: No
Owner Type: -

Crane: -Rail Line: -Rail Spots: -Sprinkler: -

For Sale: Not For Sale

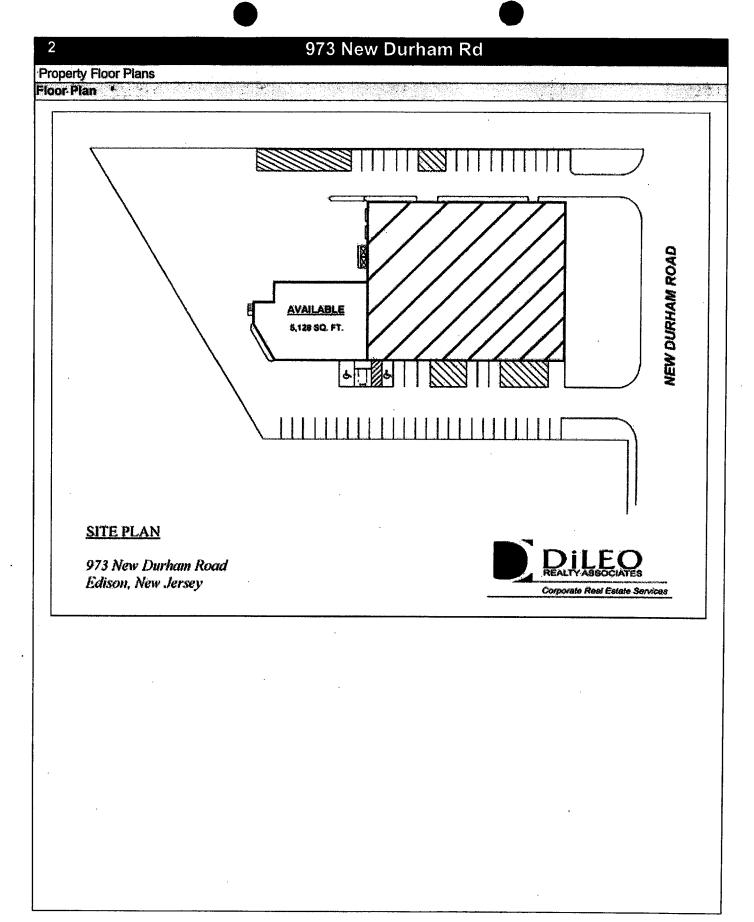
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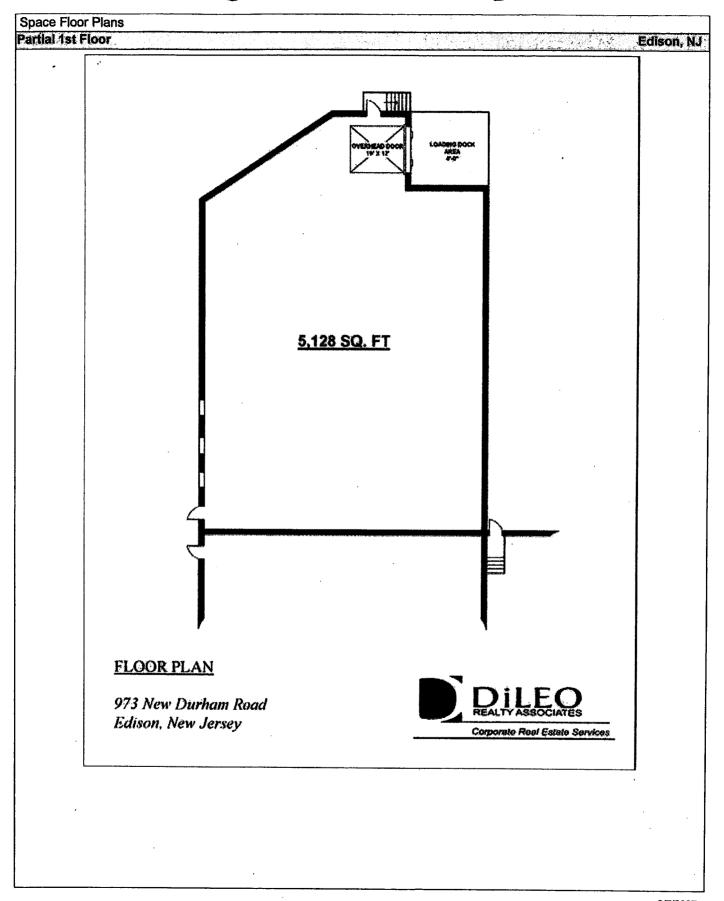
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DiLeo Realty Associates 1315 Stelton Rd			Robert DiLeo	robert@dileorealty.com	(732) 985-3	000 x2	Direct			
Piscataway N.I.08854										

Piscataway, NJ 08854 732-985-3000 732-985-3022 (fax)

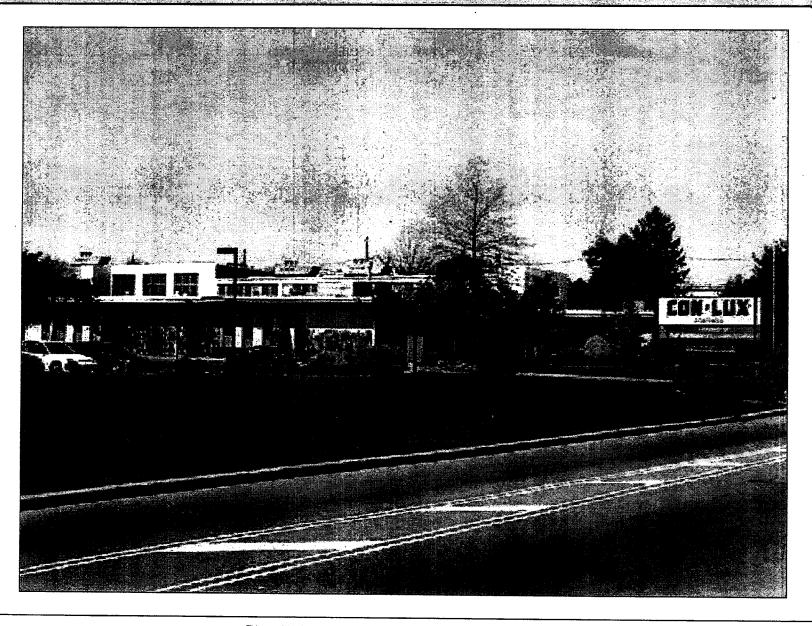
Property ID: 1477641

Page 7





## 226 Talmadge Rd - Con-Lux



### 226 Talmadge Rd

### Con-Lux

County: Middlesex Submarket: Exit 10 Ind

City: Edison, NJ 08817

Stories: 1

RBA: 100,000 SF

Building FAR: 0.21 % Office: -Land Area: 10.72 AC

Zoning: L1

Ceiling Height: 12'0"-30'0" Column Spacing: 45'w x 50'd

Construction Mat: -

Utilities: Heating - Gas

Power: Heavy

Property Type: Industrial/Warehouse

Status: Built 1965 Tenancy: Multiple Tenant

Landlord Rep: CB Richard Ellis Property Manager: Sherwin-Williams Contact Info: 216-566-2000 Recorded Owner: Sherwin-Williams

True Owner: -

Drive Ins: 1 Loading Docks: 7 ext

Levelators: -Cross Docks: None Total Avail: 7.000 SF

Max Contig: 7,000 SF Office Avail: 0 SF

Rent/SF/yr: \$5.00 Office Rent: -

CAM/SF: -% Leased: 93.0%

Owner Occupied: No Owner Type: -

> Crane: None Rail Line: None Rail Spots: None Sprinkler: Wet

For Sale: Not For Sale

Expenses: 2006 Est Tax @ \$0.49/sf Parking: Free Surface Spaces

Features:

Parcel Number: 05-00022-000A-00001-00C1

Floor Unit DecType Leasing Company & AF Avail/Divide?

P 1st Warehse/Direct CB Richard Ellis

7.000 N

7,000

\$5.00/fs

3-5 yrs

Space Type

\*Access to Rt 27, Rt 287, Rt 1 & 8, NJ Tumpike Exit 10; Garden State Parkway \*Additional Truck Parking

### Building Notes

Outside storage - paved and fenced

Retail potential

Manufacturing and distribution building with access to Route 287

Additional truck parking. Access to Route 27, ROute 287, Route 1 & 8, NJ Tumpike Exit 10; Garden State Parkway Leasing Company Agent Name Email

**CB Richard Ellis** 2 Tower Ctr, Suite 20th Floor East Brunswick, NJ 08816 732-509-2800 732-509-2880 (fax)

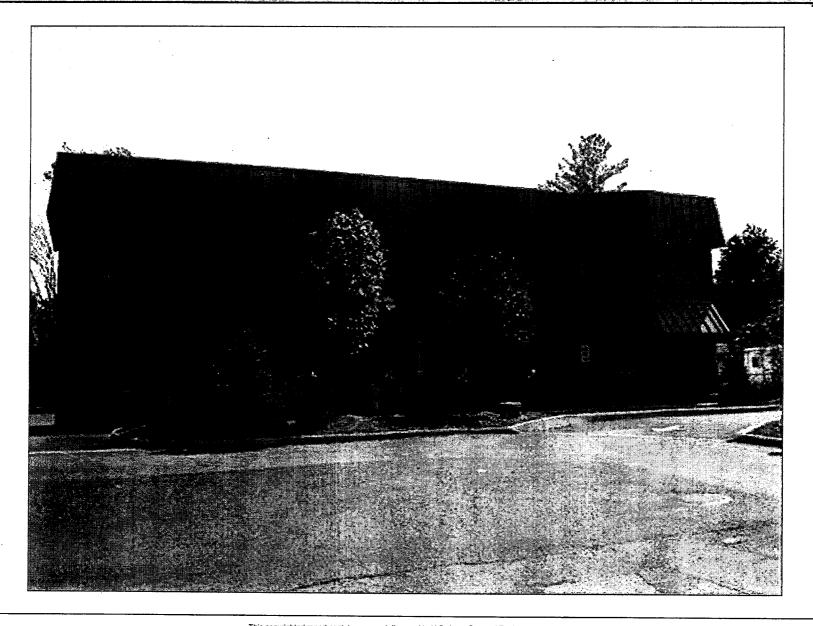
Mindy Lissner Scott Belfer Lou Belfer

mlissner@cbre.com Scott.Belfer@cbre.com lou.belfer@cbre.com

Phone Number (732) 509-2831 (732) 509-8930 (732) 509-2817

Direct

## 144 Twelfth St - Lake View



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### Lake View

County: Middlesex Submarket: Western Rt 287 Ind City: Piscataway, NJ 08854

RBA: 5,600 SF

Property Type: Class A Industrial/Warehouse Status: Built 2004

Tenancy: Single Tenant

Total Avail: 5,600 SF Max Contig: 5,600 SF Office Avail: 2,800 SF

Stories: 2

Landlord Rep: Rel-Con Property Manager: -

Rent/SF/yr: \$10.00 Office Rent: \$10.00

Building FAR: 0.26 % Office: 50.0%

Contact Info: -Recorded Owner: -

CAM/SF: -% Leased: 0%

Land Area: 0.50 AC Zonina: LI

True Owner: Rel-Con 908-705-2266 / Debbie Limoli 908-705-2266

Owner Occupied: -Owner Type: -

Ceiling Height: 13'0" Column Spacing: -Construction Mat: -

Drive Ins: -Loading Docks: 1 ext Levelators: -

Crane: -Rail Line: -Rail Spots: -

Utilities: Gas

Cross Docks: -

Sprinkler: None

Power: 227-480v

For Sale: Not For Sale

Parking: 17 free Surface Spaces are available; Ratio of 3.03/1,000 SF

Warehse/Direct Rel-Con

E 1st

Floor Unit UseType Leasing Company

SF Avail/Divide? 2.800 N

Rent/SFlyr Occupancy Term

Negotiable

Docks

\$10,00/+util Vacant 2,800 SF warehouse with loading dock on the first floor and 2,800 SF office with kitchen/break room and conference room on the second floor. There is also basement storage.

### Building Notes

Email

New Warehouse & Office Space

Almost New. Great location. Industrial zoning, warehouse w/loading dock, concrete floors, high speed internet. 2nd floor office/flex space, kitchen, conference room, 2800 sq.ft. warehouse & 2800 sq.ft. office. Contractor owned, Perfect for mail order distribution, IT tech. Close to route 22 & 287, and Dunellan train station, off Washington Ave, Piscataway

### Leasing Company Agent Name Rel-Con 26 Downing Town Ct Warren, NJ 07059

908-705-2266

Debbie Limoli

limoli1zoo@yahoo.com

Phone Number (908) 705-2266

Direct

Space Type



### **DEPARTMENT OF THE ARMY**

BALTIMORE DISTRICT, CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MARYLAND 21203-1715

January 24, 2007

Real Estate Division Special Projects Support Branch

Mr. Eli Heller Central Jersey Trading Company 44 S. Rhoda Street Morris Township, New Jersey 08831

SUBJECT: Cornell-Dubilier Electronics Superfund Site, Operable Unit 2, a.k.a. Hamilton Industrial Park, South Plainfield, New Jersey

Dear Mr. Heller:

As you know, the U.S. Environmental Protection Agency (EPA) is in the process of implementing the selected remedy for the building component of Operable Unit 2 at the Cornell-Dubilier Electronics (CDE) Superfund Site. The selected remedy calls for the relocation of eligible tenants and the demolition of the 18 buildings located at the former CDE facility. You may therefore qualify as a displaced business eligible for business relocation benefits authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") 42 U.S.C. 4601 et seq., and its implementing regulations, 49 C.F.R. Part 24. The benefits applicable to your displacement are summarized below:

As the owner of a displaced business, you are eligible for certain benefits under the provisions of the URA and its implementing regulations. These benefits are outlined in the brochure entitled "Your Rights and Benefits as a Displaced Person under the Federal Relocation Assistance Program" which was previously provided and are briefly outlined below:

### Moving and Related Expenses:

Moving expenses: Business moving benefits may be handled by one of two separate methods, as described in 49 CFR Section 24.301(d). The first method is reimbursement of actual, reasonable moving costs for a commercial mover, based on the lower of two bids or estimates. The second method is to perform the move yourself and accept full responsibility for the move. Should this be your preferred option, payment may be based on either of the following methods: (1) the Corps will require two written moving estimates prepared by a commercial mover and will make a payment, directly to you, based on the lower of the two; or (2) you can submit receipted bills for labor and

equipment used in your move. Hourly labor rates paid should not exceed the rates paid by commercial movers and equipment rental fees should be based on the actual rental cost of the equipment, but may not exceed rates paid by commercial movers. After you move, receipts must be provided to support all costs claimed and a Claim for Actual Reasonable Moving and Related Expenses must be filed to receive any benefits to which you are entitled.

Related expenses: Moving and related expenses may include (1) transportation of personal property not beyond a distance of 50 miles; (2) packing, crating, unpacking and uncrating of the personal property; (3) disconnecting, dismantling, moving, reassembling, and reinstalling relocated machinery, equipment, and other personal property; including connection to utilities available in the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property; (4) storage of the personal property for a period not to exceed 12 months; (5) insurance for the replacement value of the personal property in connection with the move and necessary storage; (6) the replacement value of property lost, stolen or damaged in the process of moving where insurance covering such loss, theft, or damage is not reasonably available; (7) Other moving related expenses not listed as ineligible under Section 24.301(h); (8) Any license, permit, fee, or certification required of the displaced business at the replacement location; (9) professional services determined to be actual, reasonable, and necessary for planning of the move of personal property, moving the personal property, and installing the relocated personal property at the replacement location; (10) relettering signs and replacing stationery on hand at the time of displacement; (11) actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business; (12) the reasonable cost incurred in attempting to sell an item that is not to be relocated; (13) purchase of substitute personal property; (14) costs for searching for a replacement location, not to exceed \$2,500, as the Government determines reasonable; (15) connection to available nearby utilities from the right-of-way to improvements at the replacement site; (16) professional services to determine suitability of the replacement site for business operations; and (17) impact fees for anticipated heavy utility usage. For further information on eligible expenses, see 49 CFR Sections 24.301(g) and 24.303.

Reestablishment expenses: In addition to the moving benefits and related expenses, a business may be eligible to receive a payment, not to exceed \$10,000.00, for expenses actually incurred in relocating and reestablishing such business (see 49 CFR Section 24.304). Reestablishment expenses must be reasonable and necessary as determined by the Government. They may include, but are not limited to, the following: (1) repairs or improvements to the replacement real property as required by Federal, State, or local law, code, or ordinance; (2) modifications to the replacement property to accommodate the business; (3) construction and installation costs for exterior signage; (4) redecoration or replacement of soiled or worn surfaces at the replacement site; (5) advertisement of replacement location; (6) estimated increased costs of operation during the first two years at the replacement site; and, (7) other items that the agency considers essential to the reestablishment of the business. These expenses may be claimed on the form referenced above.

Another alternative to the business relocation benefits outlined above is that you may choose a fixed, "in lieu of payment" if your business contributed materially to your income (see 49 C.F.R. Section 24.305). The term "contribute materially" means that during the two taxable years prior to the taxable year in which the displacement occurs, a business: (1) had average annual gross receipts of at least \$5,000; or (2) had average annual net earnings of at least \$1,000; or (3) contributed at least 33-1/3 percent of the owner's or operator's average annual gross income from all sources. The payment shall equal the average annual net earnings of the business for 2004 and 2005, before taxes. If you choose this option, a Claim for Fixed Payment in Lieu of Payment for Actual Moving and Related Expenses must be filled out and proof of net earnings is required through income tax returns, certified financial statements, or other reasonable evidence. The maximum in lieu of payment is \$20,000.

Relocation benefits are, in effect, reimbursement of certain costs incurred upon moving from land acquired by the Government and are generally paid after the move has been completed. However, in financial hardship cases, certain benefits may be advanced in whole or in part. Should you need advance payment of benefits to complete your relocation, you may contact Gloria Hawkins for information and assistance.

All decisions pertaining to your relocation may be appealed. If you wish to submit an appeal, you may do so pursuant to 49 CFR Section 24.10. In order to appeal a decision, you must send a written notice of appeal within sixty (60) days from the determination to the following address:

Mr. James S. Turkel
Chief, Real Estate Division
U.S. Army Corps of Engineers, Baltimore
ATTN: Real Estate Division
P. O. Box 1715
Baltimore, Maryland 21203-1715

Your letter should clearly state the basis for your appeal. You may request a conference with the reviewing official concerning the appeal, at a mutually agreeable time and place, and you may submit additional information at any time prior to final action on the appeal. The appeal will be considered by the District Commander, and, if action favorable to you cannot be taken, the appeal will be submitted to the Division Commander for review. Upon receipt of a decision by the Division Commander, you may request in writing within 60 days that the appeal be forwarded to Headquarters of the U.S. Army Corps of Engineers for additional review. You will be notified of the decision made at each stage of the appeal proceeding. The appeals process will be coordinated with the EPA, and EPA Headquarters will make the final administrative decision regarding the appeal.

Enclosed are application forms which have been partially completed on your behalf. These forms may be completed and submitted to this office as your formal application or may be retained for information purposes. Additional copies are available upon request. Should you so desire, Ms. Hawkins will assist you in completing the forms and answering any questions you may have regarding your displacement.

Also, enclosed for your information is a list of potential replacement properties as well as a copy of the estimate prepared by Alpha Moving and Storage. Please review the estimate carefully to ensure that all items have been captured in the move estimate.

Mrs. Gloria Hawkins will be available to assist you with your relocation in any way possible; she can be contacted at (410) 962-2003, at (410) 215-7588 (cell phone), or you may leave a message for her at (888) 867-5215.

Please be assured that we will make every effort for your relocation to proceed as smoothly as possible and to minimize impact upon you during this process. Your cooperation in this matter will be appreciated.

Sincerely,

Susan K. Lewis
Acting Chief, Real Estate Division

Copy Furnished:

Mr. Pete Mannino, U.S. Environmental Protection Agency (EPA), Region 2, 290 Broadway, New York, NY 10007-1866

HAWKINS/CENAB-RE-S/gsh/2-2003

LEWIS/CENAB-RE-S

FROM:

Union, NJ 07083 Phone: 908-686-1965 Fax: 908-686-1984

INVOICE

invoice Date

Reference No

08/09/07

07-1169

BIII To:

PAUL

**CENTRAL JERSEY TRADING** 973 NEW DURMAN RD. EDISON, NJ 08817

Ship To: CENTRAL JERSEY TRADING 973 NEW DURMAN RD. **EDISON, NJ 08817** 

**Attention PAUL** 

Sales Rep

到用的

Rot .:

Account No	count No Customer P. O. Order Date Ship		Ship Date	Ship Via			Terms Net 30		
	PAUL 08/09/07 08/09/07				Best Wa	У			
Ref. No		Description		Unit	Quantity Ordered	Quantity Shipped	Unit Price	Amount	
	3 PART PAPER &	AP BOOK FORM 5 & CARBON WHT, NK 50 SETS PER E	CAN & PINK	M	5	5,5	64.00 Setup Artwork Rush Chgs	362.00 0,00 0.00 0.00	

TOTAL	376.64
Tax	24.64
Shipping & Handling	0.00
Sub-Total	352.00

Thank you for your business

# INVOICE

Invoice Date

Reference No

08/20/07

07-1185

PAUL CENTRAL JERSEY TRADING 973 NEW DURHAM RD.

EDISON, NJ 08817

Ship To: CENTRAL JERSEY TRADING 973 NEW DURHAM RD.

**EDISON, NJ 08817** 

Attention PAUL

Sales Rep

Bill To

1439

4

Account No	Customer P. O.	Order Date	Ship Date		Ship Via	2 40.0	Tern	18
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Sub-Total	74.00
Shipping & Handling	6,00
Tax	5.18
TOTAL	85.18

Thank you for your business

				RKSHEET'			
PROJECT Cornell Du			TIVE APPLI NCE REPRES		APPLIC	ATION/REP	is number
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ADDRESS: 258 Hon	bringled nothin		AM ICO	1110			
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alass.	DEED MORTGAGE INTEREST			☐ TA> E	FORMS		
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- INTERVIEW NOTES							_
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I (we) hereby	<b>L</b>	71/2	AH	elle -		6	
attest that the information	*	w	Rail	h)		6	16/07
contained in this Relocation Data	7					.	
Worksheet is				•			•
GOLLAGO.							

ATT: Gloria Hawking

RG: Moving ExPENSES

STORAGE / MONTH RENT

For June Storage 3538,32

thank you

Gli Heller

FROM :

Att. Mus Cloria Asw Know

From

CONTRAL JEISEY TRADING

9 187AL PAGES 8/27/07



### **DEPARTMENT OF THE ARMY**

BALTIMORE DISTRICT, CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MARYLAND 21203-1715

December 21, 2006

Real Estate Division Special Projects Support Branch

Mr. Eli Heller Central Jersey Trading Company 44 S. Rhoda Street Spotswood, New Jersey 08884

SUBJECT: Cornell-Dubilier Electronics Superfund Site, Operable Unit 2, a.k.a. Hamilton Industrial Park, South Plainfield, New Jersey

Dear Mr. Heller:

As you know, the U.S. Environmental Protection Agency (EPA) is in the process of implementing the selected remedy for the building component of Operable Unit 2 at the Cornell-Dubilier Electronics (CDE) Superfund Site. The selected remedy calls for the relocation of eligible tenants and the demolition of the 18 buildings located at the former CDE facility. You may therefore qualify as a displaced business eligible for business relocation benefits authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") 42 U.S.C. 4601 et seq., and its implementing regulations, 49 C.F.R. Part 24. The benefits applicable to your displacement are summarized below:

As the owner of a displaced business, you are eligible for certain benefits under the provisions of the URA and its implementing regulations. These benefits are outlined in the brochure entitled "Your Rights and Benefits as a Displaced Person under the Federal Relocation Assistance Program" which was previously provided and are briefly outlined below:

### Moving and Related Expenses:

Moving expenses: Business moving benefits may be handled by one of two separate methods, as described in 49 CFR Section 24.301(d). The first method is reimbursement of actual, reasonable moving costs for a commercial mover, based on the lower of two bids or estimates. The second method is to perform the move yourself and accept full responsibility for the move. Should this be your preferred option, payment may be based on either of the following methods: (1) the Corps will require two written moving estimates prepared by a commercial mover and will make a payment, directly to you, based on the lower of the two; or (2) you can submit receipted bills for labor and

equipment used in your move. Hourly labor rates paid should not exceed the rates paid by commercial movers and equipment rental fees should be based on the actual rental cost of the equipment, but may not exceed rates paid by commercial movers. After you move, receipts must be provided to support all costs claimed and a Claim for Actual Reasonable Moving and Related Expenses must be filed to receive any benefits to which you are entitled.

Related expenses: Moving and related expenses may include (1) transportation of personal property not beyond a distance of 50 miles; (2) packing, crating, unpacking and uncrating of the personal property; (3) disconnecting, dismantling, moving, reassembling, and reinstalling relocated machinery, equipment, and other personal property; including connection to utilities available in the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property; (4) storage of the personal property for a period not to exceed 12 months; (5) insurance for the replacement value of the personal property in connection with the move and necessary storage; (6) the replacement value of property lost, stolen or damaged in the process of moving where insurance covering such loss, theft, or damage is not reasonably available; (7) Other moving related expenses not listed as ineligible under Section 24.301(h); (8) Any license, permit, fee, or certification required of the displaced business at the replacement location; (9) professional services determined to be actual, reasonable, and necessary for planning of the move of personal property, moving the personal property, and installing the relocated personal property at the replacement location; (10) relettering signs and replacing stationery on hand at the time of displacement; (11) actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business; (12) the reasonable cost incurred in attempting to sell an item that is not to be relocated; (13) purchase of substitute personal property; (14) costs for searching for a replacement location, not to exceed \$2,500, as the Government determines reasonable; (15) connection to available nearby utilities from the right-of-way to improvements at the replacement site; (16) professional services to determine suitability of the replacement site for business operations; and (17) impact fees for anticipated heavy utility usage. For further information on eligible expenses, see 49 CFR Sections 24.301(g) and 24.303.

Reestablishment expenses: In addition to the moving benefits and related expenses, a business may be eligible to receive a payment, not to exceed \$10,000.00, for expenses actually incurred in relocating and reestablishing such business (see 49 CFR Section 24.304). Reestablishment expenses must be reasonable and necessary as determined by the Government. They may include, but are not limited to, the following: (1) repairs or improvements to the replacement real property as required by Federal, State, or local law, code, or ordinance; (2) modifications to the replacement property to accommodate the business; (3) construction and installation costs for exterior signage; (4) redecoration or replacement of soiled or worn surfaces at the replacement site; (5) advertisement of replacement location; (6) estimated increased costs of operation during the first two years at the replacement site; and, (7) other items that the agency considers essential to the reestablishment of the business. These expenses may be claimed on the form referenced above.

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Another alternative to the business relocation benefits outlined above is that you may choose a fixed, "in lieu of payment" if your business contributed materially to your income (see 49 C.F.R. Section 24.305). The term "contribute materially" means that during the two taxable years prior to the taxable year in which the displacement occurs, a business: (1) had average annual gross receipts of at least \$5,000; or (2) had average annual net earnings of at least \$1,000; or (3) contributed at least 33-1/3 percent of the owner's or operator's average annual gross income from all sources. The payment shall equal the average annual net earnings of the business for 2004 and 2005, before taxes. If you choose this option, a Claim for Fixed Payment in Lieu of Payment for Actual Moving and Related Expenses must be filled out and proof of net earnings is required through income tax returns, certified financial statements, or other reasonable evidence. The maximum in lieu of payment is \$20,000.

Relocation benefits are, in effect, reimbursement of certain costs incurred upon moving from land acquired by the Government and are generally paid after the move has been completed. However, in financial hardship cases, certain benefits may be advanced in whole or in part. Should you need advance payment of benefits to complete your relocation, you may contact Gloria Hawkins for information and assistance.

All decisions pertaining to your relocation may be appealed. If you wish to submit an appeal, you may do so pursuant to 49 CFR Section 24.10. In order to appeal a decision, you must send a written notice of appeal within sixty (60) days from the determination to the following address:

Mr. James S. Turkel
Chief, Real Estate Division
U.S. Army Corps of Engineers, Baltimore
ATTN: Real Estate Division
P. O. Box 1715
Baltimore, Maryland 21203-1715

Your letter should clearly state the basis for your appeal. You may request a conference with the reviewing official concerning the appeal, at a mutually agreeable time and place, and you may submit additional information at any time prior to final action on the appeal. The appeal will be considered by the District Commander, and, if action favorable to you cannot be taken, the appeal will be submitted to the Division Commander for review. Upon receipt of a decision by the Division Commander, you may request in writing within 60 days that the appeal be forwarded to Headquarters of the U.S. Army Corps of Engineers for additional review. You will be notified of the decision made at each stage of the appeal proceeding. The appeals process will be coordinated with the EPA, and EPA Headquarters will make the final administrative decision regarding the appeal.

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Mrs. Gloria Hawkins will be available to assist you with your relocation in any way possible; she can be contacted at (410) 962-2003, at (410) 215-7588 (cell phone), or you may leave a message for her at (888) 867-5215.

Please be assured that we will make every effort for your relocation to proceed as smoothly as possible and to minimize impact upon you during this process. Your cooperation in this matter will be appreciated.

Sincerely,

SIGNED.

James S. Turkel Chief, Real Estate Division

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Copy Furnished:

Mr. Pete Mannino, U.S. Environmental Protection Agency (EPA), Region 2, 290 Broadway, New

York, NY 10007-1866

HAWKINS/CENAB-RE-S/gsh/2-2003

**R**EWIS/CENAB-RE-S

TURKEL/CENAB-RE

RELOCATION DATA WORKSHEET									
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Relocation Data	1								
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BUSINESS EQUIP	MENT & FIXTURES				
FARM EQUIPMENT					
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SITE OF PROPOS	ED RELOCATION:	<u> </u>			DISTANCE
		RT IV - REMARKS			
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Date Occupied:	☐Replacement Dwelling; ☐Bus	iness;	P Site-	(date)	
Address of Rep	lacement Site:				
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Date DSS Inspe	ction Performed on Replacement	Site: Meet	s DSS F	Requirements? TYES T	]no
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If acquisition unit?   YES	was a business or farm, did t	the acquisition amo	unt ind	clude payment for a dwe	elling
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RECOMMENDATION	S: s/are being displaced for pro	ject purposes and i	s/are	requesting the following	ng
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### U. S. Army Corps of Engineers

### Claim for Actual Reasonable Moving and Related Expenses

Businesses, Nonprofit Organizations and Farm Operations (49 CFR, 24.301, 24.303, 24.304)

See Page 3 for Privacy Act Statement before completing this form

· · · · · · · · · · · · · · · · · · ·						
AGENCY NAME PROJECT NAME			TRACT NUMBER			
11.5 Army Corps of Empireurs Consultabilier	Electro	wice Sypreture	124			
NAME UNDER WHICH NAME, ADDRES	o e mu	TEDUONE NIMBE	R OF PERSON FILING			
CLAIMANT CONDUCTS OPERATIONS: CLAIM ON BEH			R OF PERSON FILING			
Central Jersey Tradinic Company	ALL OF	CDATION 1.				
Carried Story of the Story			· · · · · · · · · · · · · · · · · · ·			
Address From Which Claimant Moved:		Address To W	hich Claimant Moved:			
333 Hamilton Boulevard, South Plainfield, No	·					
Date First Occupied Property:	Date Move Started:					
		Date Move Completed:				
TYPE OF OPERATION: Business	ization	ı ☐ Farm Op	peration			
TYPE OF OWNERSHIP: Sole Proprietorship Corporat	ion [	Partnership	☐ Nonprofit Organization			
IS THIS A FINAL CLAIM? YES	o", at	tach an explanat	tion)			
DOES CLAIMANT INTEND TO REESTABLISH? YES	Пи	ro				
	*					
COMPUTATION OF PAYMENT:						
ITEM (1) Marian Tribinal		TRUOMA	FOR AGENCY USE ONLY			
(1) Moving Expenses	\$		\$			
(2) Storage Costs	\$		\$			
(3) Reasonable Search Expenses	\$		\$			
(4) Actual Direct Loss of Personal Property and	\$		\$			
Substitute Personal Property						
(5) Reestablishment Expenses	\$		\$			
(6) Other (attach explanation)	\$		\$			
(7) Total Amount Claimed	\$					
(8) Amount Previously Received (if any)	\$		\$			
(9) Amount Requested	\$		\$			
Certification of Eligibility for Relocation Payments a advisory services or relocation payments authorized by Property Acquisition Policies Act of 1970 (as amended) States citizen or national, or an alien lawfully prese below must be completed in order to receive any benefic constitutes certification.	the U , a "d ent in	Miform Relocati isplaced person the United Stat	on Assistance and Real " must be a United es. The certification			
Select either Unincorporated or Incorporated: [  ] Unincorporated Businesses, Farms, or Nonprofit	Organi	zations:				
The business, nonprofit organization, or farm, commonl the property at	ly know	m as oc	cupies			
For each unincorporated business, farm, or nonprofit of	organiz	ation, list eac	h owner:			
I,, as of the business, farm, or non hereby certify that all individuals are either United aliens lawfully present in the United States (May be signed by the principal owner, manager, or ope an ownership interest)	States	citizens or na				
[ ] Incorporated Businesses, Farms, or Nonprofit Or	ganiza	tions:				
The business, nonprofit organization, or farm, commonl occupies the property at	y know	m as				
I hereby certify that the corporation listed above is States.	author	ized to conduct	business in the United			

Supporting Data for Storage Cost:										
IS THIS A FINAL CLAIM FOR STORAGE? [ ] YES [ ] NO DATE MOVED TO STORAGE: DATE MOVED FROM STORAGE: NAME & ADDRESS OF STORAGE COMPANY:										
Should Payment Be Made Directly to Storage Company: [ ] YES [ ] NO										
ITEM AMOUNT						FOR AGENCY USE ONLY				
Monthly Rate for Storag	\$	\$				\$				
Number of Months in Sto Total Storage Costs	\$				Ś					
Amount Previously Received (if any) \$						\$				
Description of Property Stored (List may be attached):										
Determination of Reasonable Amount of Search Expenses:  ITEM AMOUNT CLAIMED							FOR AGENCY USE ONLY			
(1) Searching Time-# hours ( ) x hrly e						\$				
rate (\$ ) (also include time for obtaining										
permits, attending zoning hearings, negotiating purchase/lease, etc.)										
(2) Transportation-cons	ult Agency fo	r allowable	rate	\$		\$				
per mile (3) Lodging-Dates: Attach receipts) \$							\$			
(4) Fees Paid to Real E				\$		\$				
(5) Cost of Meals	16 2 1			\$		\$				
(6) Other Expenses-Spec (7) TOTAL SEARCHING EXP			Page 1	\$		\$				
(// IOIIII DIIIICIIIII III	middle dider o	<u> </u>	rage I	Υ		1 4				
Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.										
PART 1	(b)	(c)	(d)		(e)	(f)	(ġ)			
(a) Identify Personal	Fair Market Value for	Proceeds From Sale	Value No Recovere	1	Estimated Cost of	Amount Claimed	For Agency Use Only			
Property for Which	Continued Use		Sale	_	Moving Old	(Lesser of				
Payment for Actual Direct Loss is Requested	at Present Location		(b) minu	s (c)	Property - Agency enter	(d) or (e)				
	\$	\$	\$		\$	\$	\$			
	\$	\$	\$		\$	\$	\$			
	\$	\$	\$		\$	\$	\$			
		1_7			<del> </del>	_ <del>T</del>	L- <del></del>			
PART 2	(b)	(c)	(d)	)		i	(e)			
(a)	Actual	Proceeds	Net Cost				For Agency			
Identify Substitute Property for Which Payment	Cost of Substitute	From Sale or Trade-In of	Substitu				Use Only			
is Requested	Property	Property	Property		100					
	Delivered and	That Was Replaced	(b) min	ıs (C)						
	Installed				7 A		•			
	at New Location				100-11-12-0	· "一定数				
	\$	\$	\$		\$	\$	\$			
	\$	\$	\$ .		\$	\$	\$			
	\$ \$	\$	\$ S		\$ \$	\$	\$			
Magazi e e i sicules		· All series		N-1-2-2-1			The second secon			
TOTAL (Add all entries		44.5	That yes			\$	\$			
in Parts 1 and 2) Cost of Effort to Sell			e e e		The arty of 1					
Property		Maria Carlos				\$	\$			
Total Amount Claimed	14 37 3	4.744	Parket .		7 G 7 L 1 J R 3 L 1	\$	\$			
(Add lines 1 & 2. Enter on Line 4 of Page 1-			1::::	Color of the	1.6-5.4					
Computation)			A selection							
Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.  Signature  Date										
			E 2 of 3							

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of	Name, Address & Telephone	Pay to	Pay to	Amount	Agency
Work Performed	Number of Contractor	Contractor	Claimant	Claimed	Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount	nt, or \$10,000, whichever is les	s, on Line 5, P	age 1)	\$	\$

#### Eligible Moving and Related Expenses:

- 1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
- 2. Packing, crating, uncrating, and unpacking the personal property.
- 3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
- 4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
- 5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
- 6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
- 7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
- 8. Relettering signs and replacing stationary made obsolete as a result of the move.
- 9. Searching for a replacement location.
- 10. Actual direct loss of tangible personal property.
- 11. Purchase of substitute personal property.
- 12. Providing utilities from the right-of-way to improvements on replacement site.
- 13. Feasibility surveys, soil testing and marketing studies.
- 14. Impact fees or one-time assessments for anticipated heavy utility usage.
- 15. Other moving-related expenses, as approved by the Agency.
- Eligible Reestablishment Expenses:
- 1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
- 2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
- 3. Construction or installation of exterior signs to advertise the business.
- 4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
- 5. Licenses, fees and permits when not paid as part of moving expenses.
- 6. Advertisement of replacement location.
- 7. Professional services in connection with purchase or lease of a replacement site.
- 8. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

#### Ineligible Expenses:

- 1. Loss of good will.
- 2. Loss of profits.
- 3. Loss of trained employees.
- 4. Personal injury.
- 5. Interest on money borrowed to make the move or purchase the replacement property.
- 6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
- 7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
- 8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information is true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT (S) & DATE:	NAME & TITLE (Type or Print)			

#### TO BE COMPLETED BY AGENCY:

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			
				}





AVEA BAKUR

September 14, 2006

To Whom It May Concern:

On August 30<sup>th</sup> 2006 I performed a visual site survey for Central Trading Company at 333 Hamilton Blvd, South Plainfield NJ a proposed relocation within a 50 mile radius of the current site.

This site strictly for warehousing product, that would require stretch wrapping pallet loads, which in turn would than be loaded for transportation via a forklift truck at origin, and a second one at destination to receive the product.

The transportation cost would involve 4 tractor trailer loads @ \$2,000 per load, and one flatbed trailer @ \$2,500. Miscellaneous materials would be \$500 for stretch wrap and \$100 for project management for an estimated total cost of \$11,100.

Should you require any further information please do not hesitate to contact me on my cell phone at (973) 727-9824

Have a great day!

Sincerely,

Michael Andreaggi

Executive Vice President Commercial Sales





#### UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

PEGION 2 390 BROADWAY NEW YORK, NY 10007-1366

#### CERTIFIED MAIL - RETURN RECEIPT REQUESTED

December 14, 2006

Mr. Eli Heller Central Jersey Trading Company 44 S. Rhoda Street Spotswood, New Jersey 08884

SUBJECT:

Cornell-Dubilier Electronics Superfund Site

Operable Unit 2

a.k.a Hamilton Industrial Park South Plainfield, New Jersey

Dear Mr. Heller:

This notice is to officially inform you that the U.S. Environmental Protection Agency (EPA) expects to implement the selected remedy for the building component of Operable Unit 2 at the Cornell-Dubilier Electronics (CDE) Superfund Site. As you are aware, the selected remedy calls for the relocation of eligible tenants and the demolition of the 18 buildings located at the former CDE facility. The purpose of this letter is to advise you of your eligibility for relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), Public Law 91-646, as amended.

The U.S. Army Corps of Engineers (USACE) is acting as an agent of the EPA to perform the commercial relocations required for this project. As you have been made aware through previous contacts, it will soon be necessary for you to vacate the property. The USACE will provide advisory services to assist you in the move to a replacement site. The moving assistance includes referrals to replacement sites and help in filing claims. Other relocation assistance benefits that may be available to you are described in the Relocation Brochure entitled "Your Rights and Benefits as a Displaced Person Under the Federal Relocation Assistance Program." A copy of this brochure was previously provided to you.

This notice is to formally advise you, in accordance with 49 CFR 24.203(c), that you will not be required to vacate the property for at least ninety (90) days from the above date. If you still occupy the property thirty (30) days prior to the date that the EPA will require possession, you will be given a written notice specifying the date the property must be vacated.

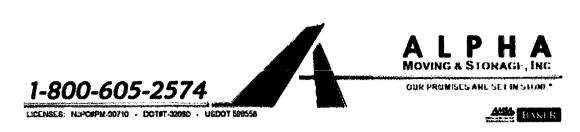
Please be assured that we will make every effort for your relocation to proceed as smoothly as possible and to minimize the impact upon you during the process. Your cooperation in this matter is greatly appreciated.

If you have any questions regarding the timing of the relocation, as discussed in this letter, or the remediation process at the CDE site, please feel free to contact me at 212-637-4395. Other questions regarding the relocation process can be directed to your USACE relocation specialist, Gloria Hawkins, at 1-888-867-5215.

Sincerely,

Peter Mannino, Remedial Project Manager Central New Jersey Remediation Section

cc: Joe Lockwood, DSC of Newark Enterprises, Inc.



September 14, 2006

To Whom It May Concern:

On August 30<sup>th</sup> 2006 I performed a visual site survey for Central Trading Company at 333 Hamilton Blvd, South Plainfield NJ a proposed relocation within a 50 mile radius of the current site.

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The transportation cost would involve 4 tractor trailer loads @ \$2,000 per load, and one flatbed trailer @ \$2,500. Miscellaneous materials would be \$500 for stretch wrap and \$100 for project management for an estimated total cost of \$11,100.

Should you require any further information please do not hesitate to contact me on my cell phone at (973) 727-9824

Have a great day!

Sincerely,

Michael Andreaggi

**Executive Vice President Commercial Sales** 



## DS C of Newark Enterprises, Inc.

70 BLANCHARD STREET NEWARK, NEW JERSEY 07105

> (973) 589-4200 FAX (973) 578-8845

March 30, 2005

Central Jersey Trading Co., LLC. 333 Hamilton Blvd., Bldg. #9C South Plainfield, NJ 07080

Dear Mr. Berlin:

We have enjoyed having you as our tenant since 1995. Your current lease ends April 30, 2005. Therefore, your rent, effective May 15, 2005, will increase to \$3,135.00/month. We look forward to continuing our relationship with you for many more years to come.

Sincerely,

DSC of Newark Enterprises, Inc.

Lara Coraci

Assistant to the President

### DS C of Newark Enterprises. Inc. 70 BLANCHARD STREET

NEWARK, NEW DERBEY 67100

FAX (679 ) 28 3945

April 10, 2000

Central Jersey Trading Co LLC Building # 9C 333 Hamilton Boulevard South Plainfield, NJ 07080

### Gentiemen:

Reference is made to our lease dated April 1995, both covering Building No. 90 at is Plainfield, New Jersey, commonly referred This letter will confirm that the crising leasame terms and conditions as previously a

- 1. The annual rental is changed to 524. monthly remail of \$2,850,00 comme
- 2. Accordingly, this lease will term rate. 3 Additional security deposit in the care This letter shall be attropted to and become This agreement is not binding unless with

Kindly note your acceptas. Fat the foot Landlord. for our signature.

p 93 and our lease agreement of Aon Wave Life gern, ocased at 335 Harriston S. Johnson, Sanda . se identifica Industrial Perk opposit as is extended for forces of participan to era, except for the following

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to be Repaired As per Conversation with hArt. ITEMS

HOT WATER

Fix Leaks on ROOF.

PALISOS FLOODING IN Building DORING HEAVY RA Fix hights ( New Fixtures

## DS C of Newark Enterprises, Inc.

#### 70 BLANCHARD STREET NEWARK, NEW JERSEY 07105

(201) 589-4200

May 26, 1995

Central Jersey Trading Company, LLC. 333 Hamilton Boulevard South Plainfield, NJ 07080

#### Gentlemen:

Reference is made to our Lease dated April 28, 1995, covering 8,000 square feet of Building No. 9C, located at 333 Hamilton Boulevard, South Plainfield, New Jersey, commonly referred to as Hamilton Industrial Park.

This will confirm that in addition to the premises already leased to you, we hereby rent to you and you hire from us additionally, 2,000 square feet of space located in Building No. 9C, as designated by Landlord, at Hamilton Industrial Park.

This additional space is leased to you upon the same terms and conditions as previously set forth in our existing lease agreement, except for the following:

1. Item numbers 1, 2, 3 and 6 of the alterations to building as listed under Article 2 of original lease is hereby deleted in full.

2. The annual rental for this additional space will be \$ 5,500.00, for a monthly rental of \$ 458.34 (four hundred fifty eight dollars and thirty four cents).

3. Therefore, commencing June 1, 1995 and continuing until the end of the lease on April 30, 2000, the total rental for Building No.9C will be \$27,500.16. per year or \$2,291.68 per month.

4. Additional security deposit in the sum of \$ 1,375.02 is required to equal (3) months rent.

This letter shall be attached to and become part of our existing lease.

This agreement is not binding unless approved in writing by an authorized representative of the Landlord.

Kindly note your acceptance at the foot of the original and first copy of this letter and return both copies to us for signature.

ATTEST:

READ AND ACCEPTED:
DSC OF NEWARK ENTERPRISES, INC.

#### **BUSINESS RELOCATION INTERVIEW SUMMARY**

#### Central Jersey Trading 21 March 2006 at 12:00 p.m. Eli Heller

- 1. Do you plan to reestablish this business? Yes
- 2. What are your replacement site requirements (size, location, zoning, features, etc.)?
  - Current lease is for 10,000 square feet of space.
  - Zoning needs to be commercial. Would like to find space with small retail area in front for direct selling of product to public. Want to remain in general area (access to 287, turnpike, and parkway).
- 3. Are there any outstanding contractual obligations that would be affected by a move?
  - Yes, current lease is renewable year to year.
  - Requested a copy of lease be provided.
- 4. What is the financial capacity of the business to accomplish this move?
  - Do not anticipate difficulty.
- 5. Do you need outside specialists for move planning, actual move completion, machinery reinstallation? Any preferred companies?
  - No.
- 6. Identification of real property v. personal property (list equipment and machinery and identify status of each). Do you expect to move all of the personal property to the new site?
  - All personal property anticipated to be moved. No real property identified.
- 7. What is the estimated time required for business to vacate this site?
  - Anticipate 1-2 months.

- 8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any replacement sites?
  - Mr. Heller doesn't anticipate a problem in locating a new site but is concerned about increased rent at a new location.
- 9. Do you anticipate any advance relocation payments will be required? No.

NOTE: Their work is pretty constant throughout the year; however, their slowest time is January to February timeframe. Mr. Heller would prefer to go earlier as opposed to later.

GLORIA HAWKINS / CHRIS MILLIGAN

ELI HELLER (signature & date)



# DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MD 21203-1715

August 25, 2006

Real Estate Division Special Projects Support Branch

Mr. Eli Heller Central Jersey Trading Company Building 9C 333 Hamilton Boulevard South Plainfield, New Jersey 07080

Dear Mr. Heller:

This letter is regarding information requested along with your "Business Relocation Interview Summary" which was provided by letter dated June 14, 2006. This survey was conducted in connection with the Cornell-Dubilier Superfund Site in South Plainfield, New Jersey.

To date, we have not received the signed summary sheet, a copy of your existing/previous lease and the equipment listing previously requested. Enclosed is an additional copy of the summary sheet should it be needed. Please sign the summary sheet and return it to this office in the envelope provided as soon as possible along with a copy of your existing/previous lease and equipment listing. It is imperative that we receive the requested items in order to help facilitate your move.

You should have been contacted by Alpha Moving Company to schedule a time for them to conduct a walk through in order to provide us with a moving estimate. Please be advised that you still have the three options discussed during the business interview to choose from for complete of your actual move; however, we are obtaining estimates for all moves to insure consistency. If you have any questions regarding this matter, please feel free to contact Ms. Gloria Hawkins at (410) 962-2003; a message may also be left at (888) 867-5215.

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosure

CF: Pete Mannino, EPA Region II

HAWKINS/CENAB-RE-S/gsh/2-2003 LEWIS/CENAB-RE-S



# DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS P. O. BOX 1715 BALTIMORE, MD 21203-1715

June 14, 2006

Real Estate Division Special Projects Support Branch

Mr. Eli Heller Central Jersey Trading Company Building 9C 333 Hamilton Boulevard South Plainfield, New Jersey 07080

Dear Mr. Heller:

Enclosed for your review, comment, and signature is a "Business Relocation Interview Summary" which was prepared during our visit to in March 2006. This survey was conducted in connection with the Cornell-Dublier Superfund Site in South Plainfield, New Jersey.

Please review all information contained on the summary sheet and provide any corrections or comments. Please sign the bottom of the sheet and return it to this office in the envelope provided. If you have not yet provided a copy of the documentation we requested (i.e., copy of your lease) during our meeting, please enclose a copy and return with the summary sheet.

If you have any questions regarding this matter, please feel free to contact Ms. Gloria Hawkins at (410) 962-2003; a message may also be left at (888) 867-5215.

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

**Enclosures** 

HAWKINS/CENAB-RE-S/gsh/2-2003

LEWIS/CENAB-RE-S

of male July

### **BUSINESS RELOCATION INTERVIEW QUESTIONS**

1. Do you plan to reestablish this business? XN

2. What are your replacement site requirements (size, location, zoning, features, etc.)? 10,000 SF V

Commercia

und fersey hiding

3. Are there any outstanding contractual obligations that would be affected by a move? Year & year lease

4. What is the financial capacity of the business to accomplish this move?

5. Do you need outside specialists for move planning, actual move completion, machinery re-installation? Any preferred companies?

No special equipment

6. Identification of real property v. personal property (list equipment and machinery and identify status of each). Do you expect to move all of the personal property to the new site? No attached real

7. What is the estimated time required for business to vacate this site?

weeks to more

8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any increase in rent replacement sites?

Do you anticipate any advance relocation payments will be required?

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Jan + Fet slower but steady

3 employees

CENAB-RE-S 27 March 2006

#### MEMORANDUM FOR RECORD

SUBJECT: Central Jersey Trading Business Relocation (Cornell-Dublier Superfund Site, S. Plainfield, NJ)

Pete Mannino, Chris Milligan, and Gloria Hawkins met with Mr. Eli Heller and toured facility on 22 March 2006.

Pete provided an overview on EPA's site work and anticipated schedule and cautioned business owners that this was our preliminary meeting to gather information and they should not begin the moving process.

Chris reviewed moving & related expenses and reestablishment expenses with Mr. Heller; he was provided with a copy of the relocation brochure and a copy of the attached "Page 3 of 3" from "Exhibit 6-13(b)". Chris reviewed expenses outlined on Page 3 of 3 which consists moving and related expenses (items #1 through #15) and reestablishment expenses (items #1 through #6) as well as ineligible expenses.

We requested a copy of his current lease.

CHRISTINE MILLIGAN Realty Specialist

#### **BUSINESS RELOCATION INTERVIEW SUMMARY**

#### Central Jersey Trading 21 March 2006 at 12:00 p.m. Eli Heller

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Page 2 of 2 Central Jersey Trading

- 8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any replacement sites?
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- 9. Do you anticipate any advance relocation payments will be required? No.

NOTE: Their work is pretty constant throughout the year; however, their slowest time is January to February timeframe. Mr. Heller would prefer to go earlier as opposed to later.

GLORIA HAWKINS / CHRIS MILLIGAN ELI HELLER (signature & date)